

AMENDED AGENDA



CITY OF MONTEBELLO REGULAR CITY COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 22, 2022 AT 5:00 P.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

Kimberly A. Cobos-Cawthorne, Mayor
Angie M. Jimenez, Mayor Pro Tem
Scarlet Peralta, Councilmember
Salvador Melendez, Councilmember
David N. Torres, Councilmember

CITY MANAGER

René Bobadilla, City Manager

CITY TREASURER

Rafael Gutierrez

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

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
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Lupita Ibarra

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website at: <https://www.cityofmontebello.com/government/live-streaming.html>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión. 如果您需要翻译服务，请在会议前 72 小时联系市书记员办公室**

RULES OF DECORUM:

As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council or who otherwise disrupts the orderly conduct of the Council's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, June 22, 2022 by 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: <https://www.cityofmontebello.com/council-agendas.html>. The agenda cover sheets may also be emailed upon request.

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION – 5:00 P.M.

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

- 1. THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One matter related to SB 1383 Compliance
- 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 701 Whittier Blvd, Montebello CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Jimmy's Property
Under Negotiation: Price and Terms
- 4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
D. Mora v. City of Montebello
Los Angeles Superior Court Case No. 20STCV13282
- 5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager René Bobadilla

REGULAR SESSION – NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER

CEREMONIAL/PRESENTATIONS

6. RECOGNITION OF CITIZEN OF THE MONTH – OLIVER JIMENEZ
7. RECOGNITION OF GARY MENDIBLES – WORK ON TINY HOMES PROJECT
8. RECOGNITION OF PARKS AND RECREATION MONTH
9. RECOGNITION OF JUVENILE ARTHRITIS AWARENESS MONTH
10. EASTSIDE PHASE II – PRESENTED BY JENNY CRISTALES-CEVALLOS, LA METRO
11. CODE ENFORCEMENT UPDATE
12. NEW CITY WEBSITE REVEAL
13. CAPITAL IMPROVEMENT PROGRAM UPDATE – STREET PAVEMENT

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

14. **ADOPT RESOLUTION NO. 22-48, PUBLIC HEARING CONFIRMING THE FY 2022–2023 ENGINEER’S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS**

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and Consider Adopting Resolution No. 22-48 (Attachment A) Confirming the FY 2022-2023 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
- 2) Authorize the Levying of the FY 2022-2023 Assessments; and
- 3) Take such additional, related, action that may be desirable.

15. ADOPT RESOLUTION NO. 22-49, PUBLIC HEARING CONFIRMING THE FY 2022-2023 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and Consider Adopting Resolution No. 22-49 (Attachment A) Confirming the FY 2022-2023 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and
- 2) Authorize the Levying of the FY 2022-2023 Assessments; and
- 3) Take such additional, related, action that may be desirable.

16. ADOPT INTERIM URGENCY ORDINANCE NO. 2450 ESTABLISHING A 45-DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR MODIFICATION OF WAREHOUSES, DISTRIBUTION PLANTS, TRUCK STORAGE FACILITIES AND RELATED USES WITHIN THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt interim Urgency Ordinance No. 2450 establishing a 45-day moratorium on the establishment, expansion, or modification of warehouses, distribution plants, truck storage facilities and related uses that are located within the City of Montebello; and
- 2) Take such additional and/or related, action that may be desirable.

17. ADOPT RESOLUTION NO. 22-52 APPROVING THE HOUSING ELEMENT UPDATE FOR THE 2021-2029 PLANNING PERIOD (6TH CYCLE REGIONAL HOUSING NEEDS ALLOCATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt the Negative Declaration prepared in connection with the Housing Element Update (2021-2029) in accordance with the California Environmental Quality Act ("CEQA"); and
- 2) Approve the Housing Element Update (dated June 13, 2022 for the 2021-2029 planning period) pursuant to Resolution No. 2022-52; and
- 3) Take such additional and/or related, action that may be desirable.

18. ADOPT RESOLUTION NO. 22-51, PUBLIC HEARING ESTABLISHING THE RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting the attached Resolution No. 22-51 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2022-23 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and
- 2) Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls

REGULAR BUSINESS

19. APPROVE ASSEMBLY BILL (AB) 481 – MILITARY USE POLICY APPROVAL (“POLICY”)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the attached Military Use Policy and provide direction to the Montebello Police Department (“MPD”) to introduce, after the Policy has been posted on the MPD’s website for at least thirty (30) days, an Ordinance to adopt the Policy; and
- 2) Take such additional, related, action that may be desirable.

20. ADOPT RESOLUTIONS FOR THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION FOR NOVEMBER 8, 2022

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Resolution No. 22-55 calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities; and
- 2) Approve Resolution No. 22-56 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 8, 2022; and
- 3) Approve Resolution No. 22-57 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code; and
- 4) Approve Resolution No. 22-58 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022; and
- 5) Approve Resolution No. 22-59 providing for a procedure for determining by lot a tie among candidates at the November 8, 2022 General Municipal Election in accordance with Elections Code Section 15651.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

21. SECOND READING AND ADOPT ORDINANCE NO. 2451 AMENDING THE MONTEBELLO MUNICIPAL CODE TO DESIGNATE CITY COUNCIL SEATS THAT WILL BE PLACED ON THE BALLOT IN THE NOVEMBER 2022 ELECTION AND TO RETAIN THE TWO (2) AT-LARGE COUNCIL SEATS CURRENTLY IN PLACE THUS EXPANDING THE CITY COUNCIL COMPOSITION TO SEVEN (7) MEMBERS ON A TEMPORARY BASIS

RECOMMENDATION: It is recommended that the City Council:

- 1) Waive the Second Reading adopt Ordinance No. 2451 (Attachment A) to designate City Council seats that will be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place thus expanding the City Council composition to seven (7) members on a temporary basis; and
- 2) Take such additional, related, action that may be desirable.

22. NOTICE INVITING BIDS – ANNUAL SLURRY SEAL PROJECT, FISCAL YEAR 2022-23 – C.P. # 892

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans, Specifications, and Estimate (PS&E) for the Slurry Seal Project, FY 2022-23 (C.P. #892); and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
- 3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
- 4) Take such additional, related, action that may be desirable.

23. APPROVE MASTER RETAINER AGREEMENTS NO.'S 3998, 3999, 4000 FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN RESPONSE TO RFP NO. 22-8

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Master Retainer Agreements for On-Call Construction Management and Inspection Services with the following Consultants: A) Transtech Engineers, Inc. No. 3998; B) Mark Thomas & Company, Inc. No. 3999; and C) KOA Corporation No. 4000; and
- 2) Take such additional, related, actions that may be desirable.

24. ADOPT RESOLUTION NO. 22-50 APPROVING THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-50 Approving the List of Projects for Fiscal Year 2022-23 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017; and
- 2) Take such additional, related, action that may be desirable.

25. APPROVE REFUND OF FEDERAL TRANSPORTATION GRANT FUNDS TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$428,623

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a refund payment to the California Department of Transportation (Caltrans) in the amount of \$428,623 for Federal transportation grant fund expenses deemed disallowed in the November 2020 Incurred Cost Audit; and
- 2) Amend the Fiscal Year 2021-22 adopted budget by increasing appropriations by \$428,623 in Account No. 100-30-330-7050 (General Fund, Public Works, Engineering, Miscellaneous Expense); and
- 3) Take such additional, related, action that may be desirable.

26. ADOPT RESOLUTION NO. 22-54 AUTHORIZING THE WAIVING OF FACILITY RENTAL FEES FOR SENIOR CLUBS AT THE MONTEBELLO SENIOR CENTER

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt a Resolution authorizing the Waiving of facility rental fees for senior clubs at the Montebello Senior Center; and
- 2) Take such additional, related, action that may be desirable.

27. APPROVE SUBMISSION OF APPLICATION FOR THE LOS ANGELES COUNTY MEASURE B GRANT 2022

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of a grant application for the Los Angeles County Department of Health Services, Emergency Medical Services (EMS) Agency, Measure B Grants Program; and
- 2) Take such additional, related, action that may be desirable.

28. APPROVE ISSUING AN UNARMED TRANSIT SECURITY GUARD SERVICES REQUEST FOR PROPOSAL, NO. 22-7

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve issuing an Unarmed Transit Security Guard Services Request for Proposal, No. 22-7 (RFP No. 22-7); and
- 2) Take such additional, related, action that may be desirable.

29. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3941 WITH VECTIS DC LLC, TO PROVIDE COMPREHENSIVE FEDERAL GOVERNMENT RELATIONS TO SEEK AVAILABLE ANNUAL FEDERAL FUNDING

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Professional Services Agreement No. 3941 (Agreement No. 3941) with Vectis DC LLC (Vectis DC), to provide comprehensive federal government relations to seek available annual federal funding, for an annual total not-to-exceed amount of \$84,000, for an additional one-year (1-year) term with the option for renewal of up to three (3) additional one-year (1-year) terms; and
- 2) Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
- 3) Take such additional, related, action that may be desirable.

30. ADOPT RESOLUTION NO. 22-42 APPROVING MONTEBELLO BUS LINES' FISCAL YEAR 2022-2023 FREE FARE SCHEDULE

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-42 approving Montebello Bus Lines' (MBL) Fiscal Year (FY) 2022-2023 Free Fare Schedule; and
- 2) Take such additional, related, action that may be desirable.

31. APPROVE A CHANGE ORDER TO INCREASE THE AMOUNT FOR THE BLANKET PURCHASE ORDER ESTABLISHED WITH CUMMINS PACIFIC LLC TO PURCHASE MAINTENANCE-RELATED BUS PARTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a change order to increase the total not-to-exceed amount, from \$30,000 to \$38,000, for the blanket purchase order (PO) established with Cummins Pacific LLC (Cummins), to purchase maintenance-related bus parts, for Fiscal Year (FY) 2021-2022; and
- 2) Take such additional, related, action that may be desirable.

32. AWARD PROFESSIONAL SERVICE AGREEMENT NO. 4001 WITH ALLTECH INDUSTRIES INC. FOR CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Award Professional Services Agreement to Alltech Industries Inc. for Crossing Guard Services; and
- 2) Authorize the City Manager to execute an Agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

33. APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2022-23

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize issuing a Blanket Purchase Orders/purchasing authorization amounts to various vendors for purchasing during FY 2022-23; and
- 2) Authorize City Manager to approve up to an additional \$25,000 in expenditures to each vendor, if necessary, during the same fiscal year; and
- 3) Take such additional, related, action that may be desirable.

34. APPROVE EMERGENCY PURCHASE AUTHORIZATION – ULINE, INC.

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve an emergency purchase request for items from ULine, Inc. in the amount of \$36,010.22.

35. AUTHORIZE THE PAYMENT OF INVOICES FROM MONTEBELLO TIRE PROS AND INCREASE EXISTING PURCHASE ORDERS WITH CHEVY OF MONTEBELLO AND FORD OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the payment of invoices from Montebello Tire Pros in the amount of \$28,602; and
- 2) Authorize the City Manager to approve up to an additional \$15,000 for any new invoices received from Montebello Tire Pros for purchases through June 30, 2022; and
- 3) Authorize increasing Purchase Order No. 22 – 476 with Chevy of Montebello by \$10,000 (PO Total - \$50,000) for additional services through June 30, 2022; and
- 4) Authorize increasing Purchase Order No. 22 – 477 with Ford of Montebello by \$40,000 (PO Total - \$80,000) for additional services through June 30, 2022; and
- 5) Take such additional, related action(s) that may be desirable.

36. AUTHORIZE THE PAYMENT OF INVOICES FROM JOHNSON CONTROLS, INC.

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the payment of invoices from Johnson Controls, Inc. (Johnson Controls) in the amount of \$54,168.91; and
- 2) Take such additional, related action(s) that may be desirable.

37. ADOPT RESOLUTION NO. 22-53 TO APPROVE CITY'S ANNUAL INVESTMENT POLICY

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-53 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al. Take such additional, related, action that may be desirable.

38. AUTHORIZE ISSUING A REQUEST FOR PROPOSALS TO HIRE A CONSULTANT TO CONDUCT AN ASSET INVENTORY UPDATE

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the issuing of a Request for Proposals (RFP) to hire a consultant to conduct an asset inventory review and update; and
- 2) Take such additional, related action(s) that may be desirable.

39. PAYMENT OF BILLS: RESOLUTION NO. 22-47 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 22, 2022

RECOMMENDATION: Adopt Resolution No. 22-47 approving the Warrant Register dated June 22, 2022.

40. APPROVAL OF CITY COUNCIL MINUTES – SPECIAL MEETING MAY 2, 2022; SPECIAL MEETING MAY 3, 2022; REGULAR MEETING MAY 11, 2022; AND REGULAR MEETING MAY 25, 2022.

RECOMMENDATION: Approve said minutes as written.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

- **Councilmember Peralta**

- a. Upcoming Election Process:

1. Please confirm nominations will be pulled and publicly noted by district. Since districts are defined by residential address which need to be declared by 30 days before running in the city election.

- a) Please confirm the process the City Clerk's office will do to confirm the residency of each candidate?

- b. Father's Day Giveaway in Partnership with AOE Barbershop. Announcement of winners and recognition of AOE Barbershop for their generosity and active participation within our community.

- **Councilmember Melendez**

- **Councilmember Torres**

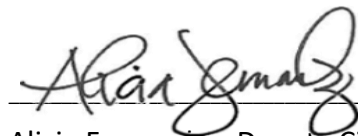
- a. Comments on compliance issues re: Montebello Municipal Code 2.16.020.E; recommendations.

- b. Acknowledgment of and comments on Montebello AAPI history.
- c. Follow-up on Brandon Takeyama public comment regarding Capital Improvement Projects in South Montebello.
- **Mayor Pro Tem Jimenez**
- **Mayor Cobos-Cawthorne**
 - a. Military Banner Program applications.
 - b. Fireworks – July 2, 2022.

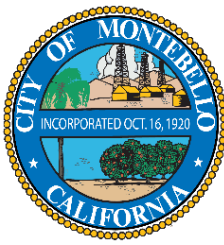
ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on August 10, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, June 19, 2022 5:00 p.m.**



Alicia Fernandez, Deputy 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: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Adopt Resolution No. 22-48, Public Hearing Confirming the FY 2022–2023 Engineer’s Report for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and Levying Such Assessments**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Conduct a Public Hearing and Consider Adopting Resolution No. 22-48 (Attachment A) Confirming the FY 2022-2023 Engineer’s Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
- 2) Authorize the Levying of the FY 2022-2023 Assessments; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The cost for the maintenance and operation of the Natasha Lane landscaping, including administration, is estimated at \$14,500 for FY 2021-22. Because the District Reserve Fund Balance has grown to \$51,081, the recommended annual assessment for FY 2021-22 is \$1,200 and covers only the processing costs with the Los Angeles County Assessor’s Office. All other costs associated with the maintenance and operation of the landscaping for FY 2021-22 will be paid from the District Reserve Balance.

The total cost of \$1,200 is prorated to the properties within the district based on the lineal footage of the property frontage on Natasha Lane. The amount assessed to each property is listed in the Engineer’s Report and ranges from \$55.35 to \$75.27 for the year, with an average annual assessment of \$60.00 per parcel.

Adopt Resolution No. 22-48, Public Hearing, Confirming the FY 2022–2023 Engineer’s Report for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and Levying Such Assessments

Page 2 of 2

BACKGROUND

The properties on Natasha Lane benefiting from the landscaping are required to be assessed to fund the maintenance and operation in Fiscal Year 2022-23. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On June 1, 2022, the City Council approved Resolution No. 22-39 initiating proceedings for the FY 2022-2023 levy of annual special assessment.

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of the property facing Whittier Boulevard and at the end of the cul-de-sac. The City is responsible for the maintenance of landscaping in these areas.

The recommended Resolution establishes approval and confirmation of the Engineer’s Report for Natasha Lane Landscape Assessment District No. 2005-1 (Attachment B) and authorizes the levying of such assessments. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

SUMMARY

The City Council will consider the adoption of a Resolution No. 22-48 confirming the Engineer’s Report for the FY 2022-23 Annual Natasha Lane Landscape Assessment District No. 2005-1 and authorize the levying of such assessments. The Proof of Publication of the hearing notice is included in Attachment C.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-48
- B. Attachment B – Engineer’s Report
- C. Attachment C – Proof of Publication

ATTACHMENT A

RESOLUTION NO. 22-48

RESOLUTION OF THE CITY OF MONTEBELLO CONFIRMING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2022-2023 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2022-2023

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 22-39, adopted and approved the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, on June 1, 2022, the City Council approved Resolution No. 22-39 adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2022-2023, and scheduling a public hearing thereon has been held; and

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of properties in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2022-2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. Findings. The City Council finds:

(a) The preceding recitals are true and correct;

RESOLUTION NO. 22-48

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(b) The requirements of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code have been satisfied;

(c) The requirements of Section 53753 of the Government Code have been satisfied;

(d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the Improvements during Fiscal Year 2019-2020 contained in the Final Engineer's Report, which is on file with the City Clerk of the City Council, are based on benefits derived by such lots and parcels from the availability of the Improvements, and are not based on the ownership or value of such lots and parcels;

(e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the Improvements within the District;

(f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the Improvements;

(g) The proportionate special benefit derived by each such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the Improvements;

(h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;

(i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

(a) The installation or planting of landscaping, including, but not limited to, street trees, parkways and median islands;

(b) The installation or construction of any facilities which are appurtenant to any improvements listed in (a), or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, irrigation, drainage and electrical facilities; and

(c) The maintenance and servicing of any of the foregoing.

SECTION 2. Confirmation of Report. The Report and the assessment diagram and the assessment contained therein for the payment of the costs of the

RESOLUTION NO. 22-48

Page 3 of 4

installation, operation, maintenance and servicing of the Improvements in the District for fiscal year 2018-19 are confirmed.

SECTION 3. Levy of Assessments. Pursuant to Section 22594 of the Streets and Highways Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the Improvements during Fiscal Year 2019-2020 contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this resolution, together with the confirmed diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 22645 of the Streets and Highways Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 4. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the Improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index—All Urban Consumers for the Los Angeles--Anaheim--Riverside Area; provided however that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%) and the amount of the assessment to be levied on any parcel in any fiscal year shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 5. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same Improvements provided by the District.

SECTION 6: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

RESOLUTION NO. 22-48

Page 4 of 4

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-48 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2022-2023**

Kimberly Ann Cobos-Cawthorne, Mayor

Angie Jimenez, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

David Torres, Councilmember

Engineer's Report
May 25, 2022

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of public Works / City Engineer

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2022-2023)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2022 through June 30, 2023.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly-owned grounds. Dead plants, shrubs, trees and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2022-2023 BEGINNING FUND BALANCE (ESTIMATED)	\$ 51,081
FY 2022-2023 PROJECTED REVENUE	\$ 1,200
TOTAL REVENUE AVAILABLE FOR FY 2022-2023	\$ 52,281
FY 2022-2023 PROJECTED EXPENDITURES	
Maintenance, Operation and Irrigation Expenses	\$ 9,700
Contractual Services (Complete Landscaping Care Co.)	
Administrative Costs (Staff, Consultant and La County Fees)	\$ 4,800
TOTAL EXPENDITURES	\$ 14,500
PROJECTED BALANCE (JUNE 30, 2023)	
FY 2022-2023 Revenue Available	\$ 52,281
FY 2022-2023 Anticipated Expenditures	(\$ 14,500)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	\$ 38,321

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Apportionment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 65.41
2	6348	6	18	41 LF	\$ 59.35
3	6348	6	19	41 LF	\$ 59.35
4	6348	6	20	41 LF	\$ 59.35
5	6348	6	21	41 LF	\$ 59.35
6	6348	6	22	41 LF	\$ 59.35
7	6348	6	23	41 LF	\$ 59.35
8	6348	6	24	41.70 LF	\$ 60.36
9	6348	6	25	52 LF	\$ 75.27
10	6348	6	26	45.27 LF	\$ 65.53
11	6348	6	29	40.60 LF	\$ 58.77
12	6348	6	30	40 LF	\$ 57.90
13	6348	6	31	40 LF	\$ 57.90
14	6348	6	32	40 LF	\$ 57.90
15	6348	6	33	40 LF	\$ 57.90
16	6348	6	34	40 LF	\$ 57.90
17	6348	6	35	40 LF	\$ 57.90
18	6348	6	36	40 LF	\$ 57.90
19	6348	6	37	40 LF	\$ 57.90
20	6348	6	38	38.24 LF	\$ 55.35
TOTAL:				829.00 LF	\$ 1,200

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Sangtani, Neetu 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Santana, Shirley 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Mac, Roger 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 1840 W Whittier Blvd #196 La Habra, CA 90631
6348-006-024	133 Natasha Lane Montebello, CA 90640	Marroquin, Ericka Y. 133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

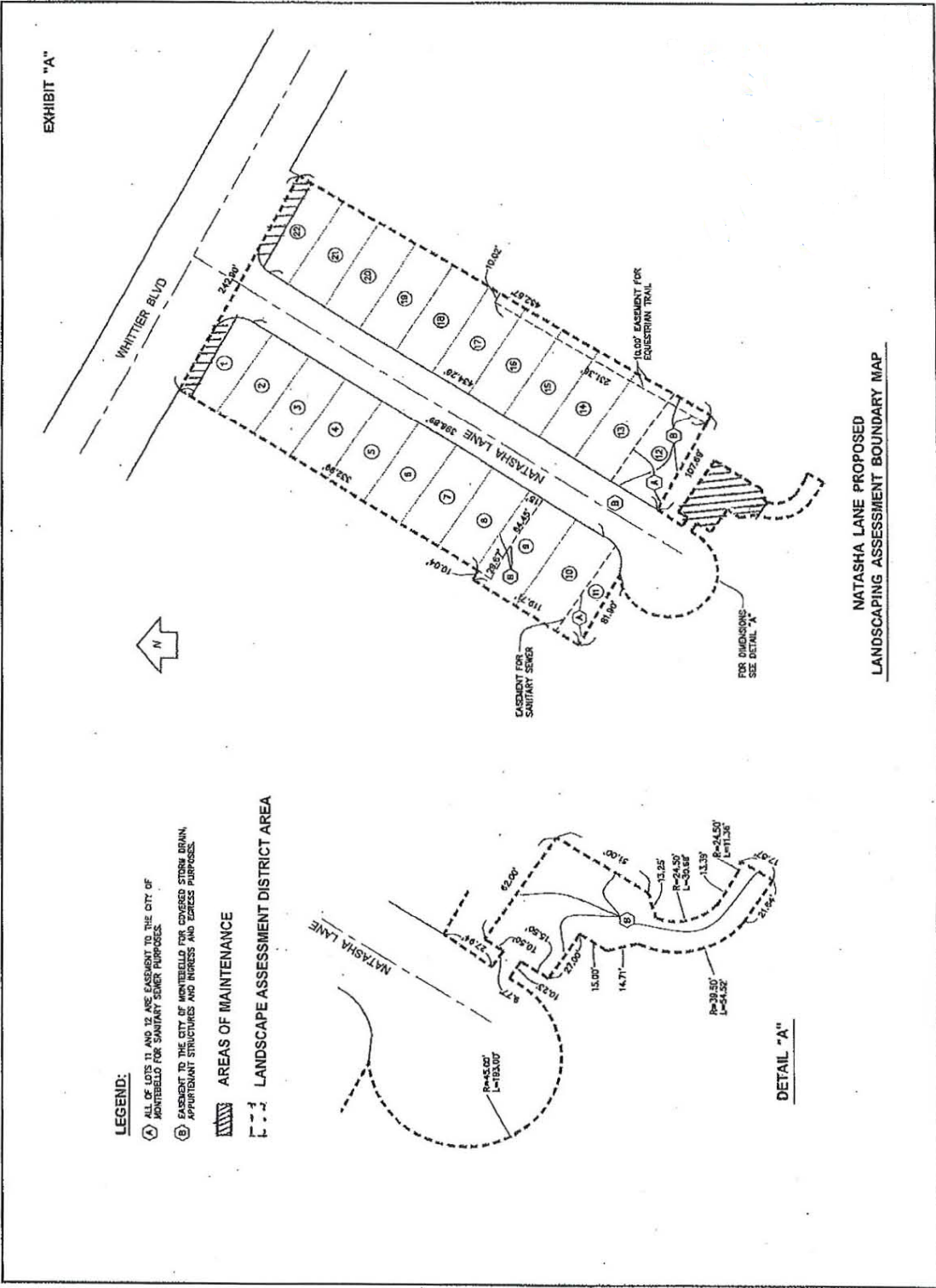
NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640	Hernandez, Rodel & Rosemarie 132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640	Li, Yee Lok 128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640	Fragoso, Oscar 124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10 th Street Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Ramirez, Oscar R., Jr 100 Natasha Lane Montebello, CA 90640

NATASHA LANE LANDSCAPING
ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP





CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Adopt Resolution No. 22-49, Public Hearing Confirming the FY 2022–2023 Engineer’s Report for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2 and Levying Such Assessments**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Conduct a Public Hearing and Consider Adopting Resolution No. 22-49 (Attachment A) Confirming the FY 2022-2023 Engineer’s Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and
- 2) Authorize the Levying of the FY 2022-2023 Assessments; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The cost for the maintenance and operation of the Natasha Lane sewer and storm drain systems, including administration, is estimated at \$15,225 for FY 2022-23. Total is prorated to the properties within the District based on the lineal footage of the property frontage on Natasha Lane. The amount assessed to each property is listed in the Engineer’s Report and ranges from \$702.30 to \$955.01 for the year, with an average annual assessment of \$761.25 per parcel.

Adopt Resolution No. 22-49, Public Hearing, Confirming the FY 2022–2023 Engineer’s Report for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2 and Levying Such Assessments

Page 2 of 2

BACKGROUND

The properties on Natasha Lane benefiting from the sewer and storm drain systems, including pump stations, are required to be assessed to fund the maintenance and operation in Fiscal Year 2022-23. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On June 1, 2022, the City Council approved Resolution No. 22-40 initiating proceedings for the FY 2022-2023 levy of annual special assessment.

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, sewer and storm drain systems, including pump stations for both, were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pump stations.

The recommended Resolution establishes approval and confirmation of the Engineer’s Report for Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 (Attachment B) and authorizes the levying of such assessments. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

SUMMARY

The City Council will consider the adoption of Resolution No. 22-49 confirming the Engineer’s Report for the FY 2022-23 Annual Natasha Sewer and Storm Drain Pump Assessment District No. 2005-2 and authorize the levying of such assessments. The Proof of Publication of the hearing notice is included in Attachment C.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-49
- B. Attachment B – Engineer’s Report
- C. Attachment C – Proof of Publication

ATTACHMENT A

RESOLUTION NO. 22-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING DIAGRAM AND ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2022-2023

RECITALS

WHEREAS, on June 1, 2022 pursuant to the Benefits Assessment Act of 1982, the City Council of the City of Montebello adopted Resolution No. 22-40, approving the Preliminary Engineer's Report, the assessment diagram for Assessment District No. 2005-2 and the annual assessments for Natasha Lane Sewer and Storm Water Pump Stations. At this meeting, the City Council also declared its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2022-2023 for the maintenance and operation of sewer and storm water pump stations, and any appurtenant improvements. In addition, the City Council directed staff to schedule a public hearing on the proposed levy and collection of assessments for 6:00 p.m. on June 22, 2022 as required by Section 53753 of the Government Code;

WHEREAS, for purposes of levying the proposed assessments on the lots and parcels of property within the District, the Engineer's Report prepared by City Engineer, with respect to the proposed assessments and the Assessment diagram contained therein, which is on file with the City Clerk of the City Council, allocates the estimated costs of the improvements within the District and proposes the levy of assessments on the parcels within the District;

WHEREAS, pursuant to Resolution No. 22-40, and in the absence of major objections against the imposition of the assessment, the City Council shall approve the Report with respect to levy such assessment on property within the District;

WHEREAS, on June 22, 2022, the City Council held the hearing and afforded all interested persons an opportunity to present testimony, and considered all objections or protests to the proposed assessments;

WHEREAS, at the conclusion of said hearing, it was determined that a majority protest to the levy of the proposed assessments does not exist; and

WHEREAS, the City Council may proceed, pursuant to Section 54711 of the Government Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2022-2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

RESOLUTION NO. 22-49

Page 2 of 4

SECTION 1. Findings. The City Council finds:

- (a) The preceding recitals are true and correct;
- (b) The requirements of the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code have been satisfied;
- (c) The requirements of Section 53753 of the Government Code have been satisfied;
- (d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the improvements during Fiscal Year 2019-2020 contained in the Engineer's Report, which is on file with the City Clerk of the City Council (the "Report"), are based on benefits derived by such lots and parcels from the availability of the improvements, and are not based on the ownership or value of such lots and parcels;
- (e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the Assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the improvements within the District;
- (f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the improvements;
- (g) The proportionate special benefit derived by each of such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the improvements;
- (h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;
- (i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

Maintenance and operation of sewer and storm water pump stations.

SECTION 3. Confirmation of Report. The Engineer's Report with the Assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the improvements in the District for Fiscal Year 2022-2023 are confirmed.

RESOLUTION NO. 22-49

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SECTION 4. Levy of Assessments. Pursuant to Section 54715 of the Government Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the improvements during Fiscal Year 2022-2023, as contained in the Report and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this Resolution, together with the confirmed Assessment diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 54716 of the Government Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index—All Urban Consumers for the Los Angeles-Anaheim-Riverside Area; provided however that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%) and the amount of the assessment to be levied on any parcel in any fiscal year shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same improvements provided by the District.

SECTION 7: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-49

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-49 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

**For
FY 2022-2023**

Kimberly Ann Cobos-Cawthorne, Mayor

Angie Jimenez, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

David Torres, Councilmember

Engineer's Report
May 25, 2022

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of Public Works / City Engineer

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2022-2023)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2022 thru June 30, 2023.

SECTION II: PLANS

The Plans showing the locations of the sewer and storm water pump stations are illustrated herein as Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to keep the systems in good working condition at all times. The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2022-2023 BEGINNING FUND BALANCE (ESTIMATED)	\$ 29,715
FY 2022-2023 PROJECTED REVENUE	\$ 15,225
TOTAL REVENUE AVAILABLE FOR FY 2022-2023	\$ 44,940
FY 2022-2023 PROJECTED EXPENDITURES	
Maintenance and Operation Expenses	\$ 10,425
Contractual Services (Flo-Services)	
Administrative Costs (Staff, Consultant and LA County Fees)	\$ 4,800
TOTAL EXPENDITURES	\$ 15,225
PROJECTED BALANCE (JUNE 30, 2023)	
FY 2022-2023 Revenue Available	\$ 44,940
FY 2022-2023 Anticipated Expenditures	(\$ 15,225)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	\$ 29,715

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 829.94
2	6348	6	18	41 LF	\$ 752.99
3	6348	6	19	41 LF	\$ 752.99
4	6348	6	20	41 LF	\$ 752.99
5	6348	6	21	41 LF	\$ 752.99
6	6348	6	22	41 LF	\$ 752.99
7	6348	6	23	41 LF	\$ 752.99
8	6348	6	24	41.70 LF	\$ 765.84
9	6348	6	25	52 LF	\$ 955.01
10	6348	6	26	45.27 LF	\$ 831.41
11	6348	6	29	40.60 LF	\$ 745.64
12	6348	6	30	40 LF	\$ 734.62
13	6348	6	31	40 LF	\$ 734.62
14	6348	6	32	40 LF	\$ 734.62
15	6348	6	33	40 LF	\$ 734.62
16	6348	6	34	40 LF	\$ 734.62
17	6348	6	35	40 LF	\$ 734.62
18	6348	6	36	40 LF	\$ 734.62
19	6348	6	37	40 LF	\$ 734.62
20	6348	6	38	38.24 LF	\$ 702.30
TOTAL:				829.00 LF	\$15,225

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Sangtani, Neetu 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Mac, Roger 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 1840 W Whittier Blvd #196 La Habra, CA 90631
6348-006-024	133 Natasha Lane Montebello, CA 90640	Marroquin, Ericka Y. 133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

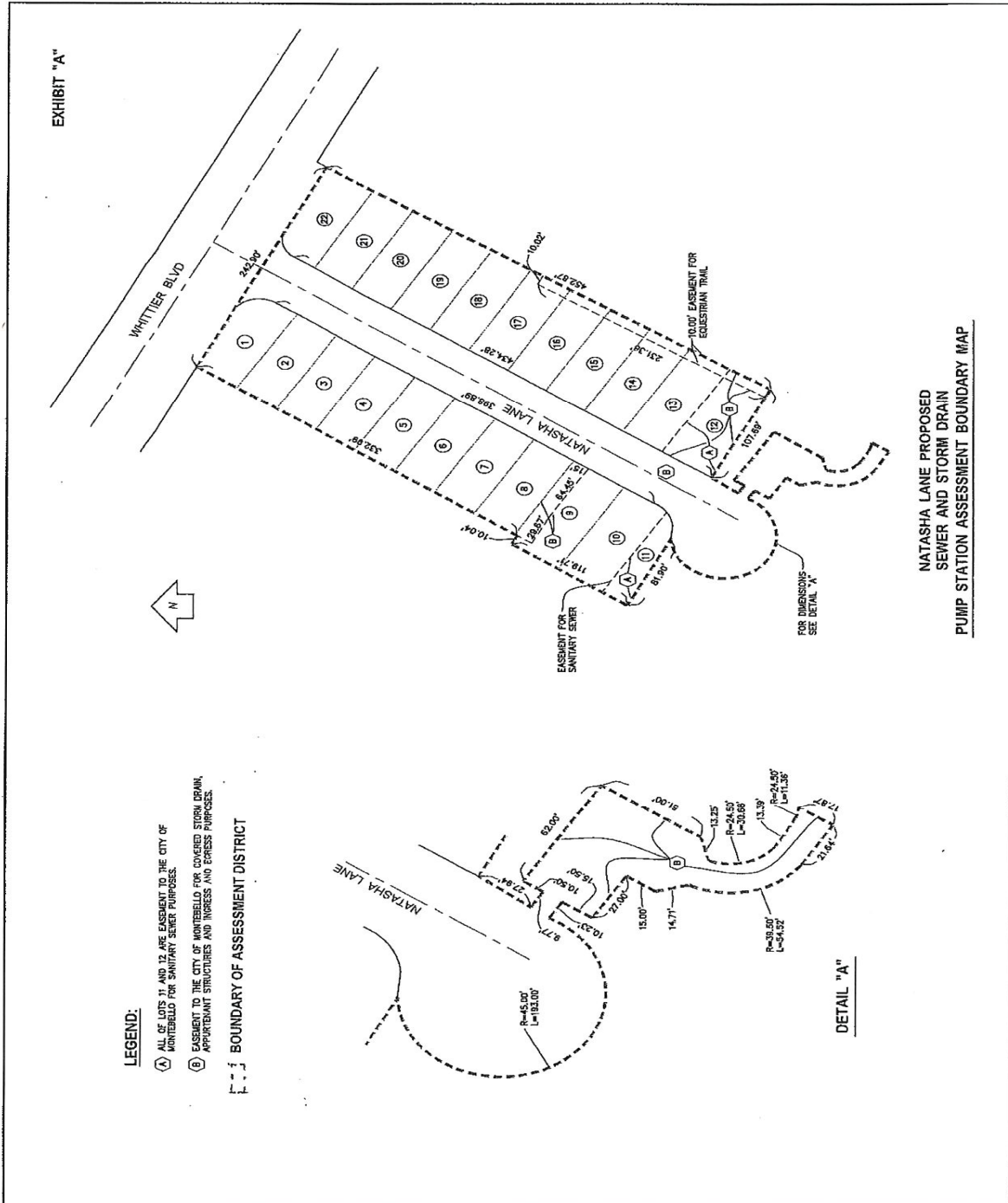
NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640	Hernandez, Rodel & Rosemarie 132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640	Li, Yee Lok 128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640	Fragoso, Oscar 124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10 th Street Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Ramirez, Oscar R., Jr 100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP





CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adopt Interim Urgency Ordinance No. 2450 establishing a 45-day Moratorium on the Establishment, Expansion, or Modification of Warehouses, Distribution Plants, Truck Storage Facilities and Related Uses within the City Of Montebello**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt interim Urgency Ordinance No. 2450 establishing a 45-day moratorium on the establishment, expansion, or modification of warehouses, distribution plants, truck storage facilities and related uses that are located within the City of Montebello; and
- 2) Take such additional and/or related, action that may be desirable.

FISCAL IMPACT

There is no fiscal impact related to the recommended actions.

BACKGROUND

The City of Montebello is currently in the process of comprehensively updating its General Plan. The General Plan is a long-term planning document which informs the general public and other stakeholders that is intended to establish a framework and vision for future development within the City. One key component of the General Plan is the Housing Element (HE), which is one of the seven (7) required elements. The Housing Element identifies and analyzes the current and future housing needs of residents within

Adopt Interim Urgency Ordinance No. 2450 establishing a 45-day Moratorium on the Establishment, Expansion, or Modification of Warehouses, Distribution Plants, Truck Storage Facilities and Related Uses within the City Of Montebello

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the City and establishes goals, policies, and programs to meet Montebello's future housing needs.

Based on a methodology established by the Southern California Association of Governments (SCAG), the City has been allocated a Regional Housing Needs Assessment (RHNA) of 5,186 additional net new units for the 6th Cycle planning period beginning October 2021 through October 2029. In an effort to accommodate its fair share, the City has identified candidate housing sites which could potentially accommodate additional housing in the future as well as conserve the existing housing stock in accordance with State law.

The HE update is being developed in conjunction with the City's overall General Plan update. This allows the opportunity to develop a coordinated vision in connection with the City's planning efforts, where housing is in complete sync with the transportation, economic, environmental, health, safety, policies and programs. The City is focused on identifying areas within the City to take steps to enhance critical economic nodes where new housing could be established, which includes planning for the future light rail alignment along Washington Boulevard as well as the downtown corridor located along Whittier Boulevard. This provides the City a unique opportunity to attract new investment in areas where transit-oriented housing development would be encouraged through updated goals and policies, standards, and processes allowing greater residential densities, including affordable housing opportunities, as well as mixed-use projects throughout the City.

The City is concerned with a potential increase in commercial-manufacturing/industrial uses within the City and particularly the development and/or expansion of warehouse and/or distribution facilities Citywide. Sensitive uses such as schools, residential uses, and retail businesses adjacent to commercial-manufacturing/industrial uses have the potential to result in, among other things, adverse environmental effects associated with warehouse, logistics, heavy trucking, and/or distribution facilities, including but not limited to the compatibility with adjacent uses, increased truck traffic and noise, damage to local streets, loss of potential economic revenue, and deteriorating air quality.

The placement of these distribution centers, and logistics facilities, including related uses ("Warehouses") and truck storage facilities within the City are a current and immediate threat to public health, safety, and welfare as well as a deterrence for future residential development in areas throughout the City. As a result, the City requires time to study the potential adverse impacts associated with warehouse uses and truck storage facilities in an effort to develop a comprehensive approach that will address the need for housing as well as the compatibility with the aforementioned uses for a consistent standard of goals and policies to address any adverse impacts.

Adopt Interim Urgency Ordinance No. 2450 establishing a 45-day Moratorium on the Establishment, Expansion, or Modification of Warehouses, Distribution Plants, Truck Storage Facilities and Related Uses within the City Of Montebello

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To assist in facilitating this review, Staff recommends that the City Council consider adopting a 45-day, interim urgency ordinance (“Urgency Ordinance”) placing a moratorium on the establishment, expansion, or modification of Warehouses and truck storage facilities that are located adjacent to or across a street or intersection from existing residential and educational uses (“Moratorium”). Pursuant to Government Code section 65858, the City Council may adopt, as an urgency measure, an interim ordinance prohibiting any uses, facilities, or improvements that may conflict with a contemplated zoning proposal that the legislative body, planning commission, or the planning department is considering, studying or intends to study within a reasonable time.

ENVIRONMENTAL

Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (CEQA), this Ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this Ordinance is exempt from CEQA review because there is no possibility that the proposed Urgency Ordinance establishing the Moratorium may have a significant effect on the environment, insofar as it prohibits the construction of or alterations to, truck parking or logistics facilities within the City. Furthermore, even if the Ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the Moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the eventual adoption of regulations and development standards on truck parking or logistics facilities. Accordingly, no further environmental review is necessary. In addition, Government Code Section 65858 also provides that the City Council can adopt an interim urgency ordinance to protect the public safety, health and welfare of the City “without following the procedures otherwise required prior to the adoption of a zoning ordinance.”

DISCUSSION

The City recognizes that commercial-manufacturing/industrial uses are an important part of the City’s, state, and national economy and provide both positive and negative impacts on the community. However, more recently, such uses, and in particular warehouses, have been in high demand due to the growing economy and decrease in vacant, developable land. In addition, the supply and distribution of imported goods arriving from the ports has increased demand for warehouse uses.

For purposes of the proposed Urgency Ordinance, the term “Warehouses” includes any use for the conduct, business, or management of warehousing, storing, safekeeping, freight forwarding, handling, keeping inventory, and/or distribution activities for any product or component, including but not limited to goods, wares, consumer products, materials, or merchandise, partially or wholly within an enclosed space, building, or other

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structure. The City's Zoning Code, codified in Title 17 of the Montebello Municipal Code ("MMC"), is dated and does not give the City adequate tools or assurances to address the issues created by warehouses. For example, the MMC provides little to no development standards that would prevent the siting of a warehouse of significant size and height immediately adjacent to a residence or school.

Traffic and Safety Issues

Due to the nature of warehouse uses, they tend to generate significant truck traffic and can occur on a 24-hour basis, depending on the needs of the business. Truck traffic can cause street congestion, detrimental to air quality, noise, vibration, and disruption to the peace and quiet that is necessary for the enjoyment of residential neighborhoods and efficacy of educational uses.

These trucks travel on designated truck routes as well as other undesignated truck routes to reach their destinations and pose unique and challenging traffic issues because of their size, such as:

- Increased safety risk for smaller vehicles, pedestrians, and bicyclists;
- Damage to City streets, streetlights, traffic signal equipment, signs, trees, curbs, medians, etc.;
- Traffic congestion and reduced levels of service on streets and at intersections;
- Trucks also cause noise and vibrations when travelling on the roadways next to residential areas and educational uses; and
- Study and develop policy guidance to ensure there is logical relationship between the placement of Warehouses and available truck routes to avoid the deleterious effects of routing trucks past sensitive uses.

Moratorium

As discussed above, the lack of policy guidance related to the establishment, expansion, and modification of warehouses and truck storage facilities poses an immediate threat to the public health, safety, and welfare. To avoid any further aforementioned adverse impacts, staff recommends that the City Council consider adopting the Urgency Ordinance included herein as Attachment A, placing a moratorium on the establishment, expansion, or modification of warehouses and truck storage facilities that are located throughout the City. The Moratorium would allow for a measured approach to study and develop appropriate policies and development standards to address warehouses.

For example, City staff will undertake the following steps during the Moratorium:

- Determine the environmental and health impacts on the community from warehouses and truck-related uses to determine the mitigation measures necessary to better protect the community from these impacts such as locational

Adopt Interim Urgency Ordinance No. 2450 establishing a 45-day Moratorium on the Establishment, Expansion, or Modification of Warehouses, Distribution Plants, Truck Storage Facilities and Related Uses within the City Of Montebello

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siting criteria, distance separation criteria, sound walls, alternative pavement materials to reduce noise, and programs related to improving community's health;

- Examine compatibility issues between sensitive and warehouse uses to better address buffering between uses, permitted uses, hours of operations, and transitioning some industrial areas to alternative land uses;
- Initiate an effort to identify legal, non-conforming, no longer legal-non-conforming (amortization period has expired), and illegally operating warehouses;
- Examine whether the designated truck routes can be modified to both provide the most efficient truck routes and ensure the best protection of the residential areas and educational uses; and
- Develop recommendations for Warehouses (i.e. queuing, stacking, loading, unloading and parking of trucks)

SUMMARY

Staff has prepared a proposed interim urgency ordinance placing a 45-day moratorium on the establishment, expansion, or modification of Warehouses and truck facilities within the City (Attachment A). The Moratorium will also prohibit the City from accepting any new applications or issuing any permits or entitlements to those that submit applications following the posting of this agenda on June 22, 2022.

Per Government Code section 65858, the primary purpose of the proposed Urgency Ordinance is to defer decisions on pending and future projects applications while the City studies the subject matter, evaluates possible regulatory options and considers the adoption of new permanent regulations. Pursuant to Government Code Section 65858, an urgency ordinance requires an affirmative vote of four-fifths (4/5th) of the City Council to be adopted. If passed, the Urgency Ordinance will continue in effect for 45 days (until August 6, 2022) and, thereafter, will be of no further force and effect, unless extended by further action of the City Council.

Upon subsequent notice and public hearing, the ordinance may be extended for up to an additional 10 months and 15 days. Thereafter, staff will issue a written report describing the measures which the City has taken to address the conditions which led to the adoption of the Urgency Ordinance. The report must be issued at least 10 days before the expiration of the Moratorium, or any extension thereof and made available to the public. The City Council will, in turn, analyze the report and determine whether conditions continue to exist to justify further extensions to the Moratorium.

ATTACHMENT:

A. Attachment A – Urgency Ordinance No. 2450

ORDINANCE NO. 2450

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING A 45-DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR MODIFICATION OF WAREHOUSES, DISTRIBUTION PLANTS, TRUCK STORAGE FACILITIES AND RELATED USES WITHIN THE CITY OF MONTEBELLO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, Government Code section 65858 expressly authorizes a general law city, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that its legislative body, planning commission, or planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure is adopted by a four-fifths vote of the legislative body, and have no further force and effect 45 days from its adoption, unless thereafter duly extended by further legislative action; and

WHEREAS, Government Code Sections 36934 and 36937 expressly authorize the City Council to enact urgency ordinances, which take effect immediately upon introduction, for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency, and which must be passed by a four-fifths vote of the City Council; and

WHEREAS, the City of Montebello ("City") is concerned with a potential increase in commercial manufacturing/ industrial uses within neighboring communities due to the growing economy and lack of vacant, developable land, particularly warehouses, distribution centers, and logistics facilities (collectively "Warehouses"), which include any use for the conduct, business, or management of warehousing, storing, safekeeping, freight forwarding, handling, keeping inventory, and/or distribution activities for any product or component, including but not limited to goods, wares, consumer products, materials, or merchandise, partially or wholly within an enclosed space, building, or other structure; and

WHEREAS, with the lack of available industrial warehouse storage space in the region, the City has experienced an increase in Warehouses, residents and businesses within the City have faced with an increase of truck traffic and following related adverse impacts:

- Increased safety risk for smaller vehicles, pedestrians, and bicyclists;
- Damage to City streets, streetlights, traffic signal equipment, signs, trees, curbs, medians, etc.;
- Traffic congestion and reduced levels of service on streets and at intersections;
- Trucks also cause noise and vibrations when travelling on the roadways next to residential areas and educational uses; and

ORDINANCE NO. 2450

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WHEREAS, there is a need to study and develop policy guidance to ensure there is logical relationship between the placement of Warehouses and available truck routes to avoid the deleterious effects of routing trucks past sensitive uses; and

WHEREAS, the City intends to update the Montebello Municipal Code to further address the potential side effects of Warehouses to ensure that they are properly regulated within the City; and

WHEREAS, the City also intends to address truck yards, and associated buildings, queuing, stacking, loading, unloading and parking of trucks; and

WHEREAS, if zoning restrictions are temporarily imposed for the establishment, expansion, and/or development of Warehouses, the City can mitigate the threat of health and safety caused by Warehouses that often create congestion on city streets and noise, vibration, and other disruptions to the peace and quiet that is necessary for the enjoyment of residential neighborhoods and efficacy of educational uses; and

WHEREAS, the City desires to establish a 45-day moratorium on the establishment, expansion, or modification of Warehouses and truck storage facility uses within the City through the adoption of this Urgency Ordinance to further the purposes stated herein; and

WHEREAS, City staff, the City Planning Commission, and the City Council, each requires a reasonable period of time to study existing Warehouse and truck storage facility regulations and developments to determine the potential adverse impacts on the environment, traffic, aesthetics, and visual quality of properties within the City, and to make recommendations on appropriate alternative regulations for warehouses and truck storage facilities within the City; and

WHEREAS, California Government Code sections 36934, 36937 and 65858 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS AND FINDINGS. The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations in this Urgency Ordinance in accordance with California Government Code section 65858 by the City Council as set forth herein.

SECTION 2. DECLARATION OF URGENCY. The City Council finds and declares that the adoption and implementation of this Urgency Ordinance is necessary for the immediate preservation and protection of the public peace, health and safety as detailed above. The City Council further declares that this Urgency Ordinance is an emergency response measure aimed at ensuring uses that may be in conflict with the City's contemplated General Plan are studied within a reasonable time.

SECTION 3. DEFINITIONS AND MORATORIUM.

- A. **Definitions.** For the purpose of this Urgency Ordinance, "Warehouses" "Distribution Centers", "Distribution Plants", "Truck Storage Facilities" and "related uses" shall include any use for the conduct, business, or management of warehousing, storing, safekeeping, freight forwarding, handling, keeping inventory, and/or distribution activities for any product or component, including but not limited to goods, wares, consumer products, materials, or merchandise, partially or wholly within an enclosed space, building, or other structure.
- B. **Moratorium.** A 45-day moratorium is hereby established in the City of Montebello by this Urgency Ordinance prohibiting the acceptance of any application for the establishment, expansion, or modification of Warehouses, Distribution Plants, Truck Storage Facilities, and related uses within the City of Montebello.

SECTION 4. ENVIRONMENTAL. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (CEQA), this Urgency Ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this Urgency Ordinance is exempt from CEQA review because there is no possibility that the Moratorium may have a significant effect on the environment, insofar as it prohibits the construction of or alterations to, truck parking or logistics facilities within the City. Furthermore, even if the Urgency Ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the Moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the eventual adoption of regulations and development standards on truck parking or logistics facilities. Accordingly, no further environmental review is necessary.

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such

ORDINANCE NO. 2450

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decision shall not affect the validity of the remaining portions of this Urgency Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Urgency Ordinance shall take effect immediately upon adoption by a four-fifths (4/5) vote and shall be of no further force and effect forty-five (45) days thereafter unless the City Council extends such Ordinance following a noticed public hearing.

SECTION 7. PUBLICATION. The City Clerk shall attest to the adoption of this Urgency Ordinance and shall cause this Urgency Ordinance to be posted in the manner required by law.

APPROVED AND ADOPTED 22ND DAY OF JUNE, 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Urgency Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 22nd day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, 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: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adopt Resolution No. 22-52 approving the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation)**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt the Negative Declaration prepared in connection with the Housing Element Update (2021-2029) in accordance with the California Environmental Quality Act ("CEQA"); and
- 2) Approve the Housing Element Update (dated June 13, 2022 for the 2021-2029 planning period) pursuant to Resolution No. 2022-52; and
- 3) Take such additional and/or related, action that may be desirable.

FISCAL IMPACT

There is not fiscal impact by approving the Housing Element update.

BACKGROUND

The Housing Element of the City of Montebello General Plan ("Housing Element") sets forth the City's goals, policies and programs that address existing and projected future housing needs for the City's various economic segments. The Housing Element also provides policy guidance for local decision making related to housing needs during an eight (8) year planning period which coincides with the Regional Housing Needs Assessment (RHNA) project period established by the Southern California Association of

Approve the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation)

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Governments (SCAG). The RHNA is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan. RHNA quantifies the need for housing within each jurisdiction during specified planning periods.

The City's existing Housing Element covers the planning period extending from 2016-2021, which is referred to as the "Fifth Housing Element cycle" in reference to the five (5) required updates that have occurred. State Planning Law mandates that jurisdictions within the SCAG region update their Housing Element for the 6th Cycle planning period, which spans the 2021-2029 period (October 15, 2021- October 2029). The mandated timeframe for compliance imposed by the California Department of Housing and Community Development (HCD) is February 2022.

It is important to note that there is currently one jurisdiction within the 88 cities that comprise Los Angeles County with a certified housing element for the above-referenced Sixth Housing Element RHNA Cycle. Montebello has worked closely with HCD to receive verbal confirmation that the current draft Housing Element is compliant with State law and in line to be the second certified housing element in Los Angeles County. Typically, formal certification is received within 60-days of submission. In an effort to avoid delaying this process, the Housing Element in its current form has been reviewed and vetted by HCD as well as circulated for public review/comment.

The following provides a general timeline describing major milestones in preparing Montebello's draft 6th Cycle Housing Element Update (2021-2029):

- February 15, 2021 through June 15, 2021 – the City conducted a bilingual Housing Element community online survey that resulted in 712 responses, including 18 in Spanish;
- June 17, 2021 – the City conducted a joint meeting with the Housing Element Task Force (HETF) and Planning Commission in the form of a public workshop via Zoom to provide a general overview of the process and receive feedback regarding the draft Housing Element;
- June 21 through June 24, 2021 – the City conducted a four(4)-day Visioning Workshop that was held in-person and via Zoom at various hours to engage the community in an effort to develop a consensus on a citywide vision for growth, preservation and renewal of housing;
- July 15, 2021 – the City conducted a second joint meeting with the HETF and Planning Commission to gather further input on the effectiveness of existing housing goals, policies and programs, reviewed AFFH requirements and discussed suitable sites;
- August 13, 2021 – City Housing Element update team met with HCD staff to receive preliminary verbal comments on the draft document;
- August 13, 2021 – City Housing Element update team initiated efforts to revise the draft Housing Element to address HCD's verbal comments;
- August 26, 2021 – the City conducted a public workshop to review preliminary

Approve the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation)

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goals, policies, and programs for the draft Housing Element;

- September 8, 2021 – the City Council received and filed a report on the Visioning Workshop, which included the outcome of the workshop for Council’s review and comments;
- September 9 through September 19, 2021 – Draft Housing Element public comment period;
- September 20 through September 29, 2021 – City staff completed the necessary edits to the draft Housing Element;
- September 30, 2021- Draft 2021-2029 Housing Element was transmitted to State Department of Housing and Community Development (HCD) for a 60-day review;
- November 29, 2021 - the City received a written letter from HCD with comments regarding changes necessary to achieve State certification and demonstrate compliance with State law;
- December 21, 2021 - Initial Study (IS)/Negative Declaration (ND) for the Housing Element Update (2021-2029) was circulated for public review/comment. The environmental document analyzed the potential for significant impacts on the environment resulting from implementation of the 2021-2029 Housing Element Update pursuant to the California Environmental Quality Act (CEQA). As previously mentioned, the public review period commenced on December 21, 2021 and concluded on January 19, 2022;
- January 19, 2022 – the City resubmitted a revised version of the draft Housing Element to address the comments received from HCD on November 29, 2021;
- March 16, 2022 - the City received a second comment letter from HCD describing additional revisions necessary to the 2021-2029 Housing Element to achieve compliance with State Law;
- March 30, 2022 – City staff provided a preliminary response to HCD’s letter dated March 16, 2022. Several calls and meetings were held between City staff and HCD to clarify and address all of the comments received in connection with the draft Housing Element;
- May 10, 2022 – City staff met via Zoom with HCD representatives to discuss proposed changes to the 2021-2029 Housing Element. Based on HCD direction, staff revised the 2021-2029 Housing Element and resubmitted the updated version on May 20, 2022;
- June 9, 2022 - City staff met via Zoom with HCD to discuss the draft Housing Element and minor technical revisions which have been incorporated into the current draft document. It is staff’s understanding that this version is in compliance with State Housing Law and will be processed under HCD’s normal review for certification. Typically, this process takes up to 60-days to complete.

ENVIRONMENTAL

The proposed Housing Element Update (Case No. PC-2022-0001-GPA) is considered a “Project” and subject to the California Environmental Quality Act (“CEQA”). Pursuant to CEQA Guidelines Section 15063, the City has completed an Initial Study and prepared a

Approve the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation)

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Negative Declaration for the 2021-2029 Housing Element for adoption by the City Council. The Notice of Intent to Adopt a Negative Declaration (ND) and Initial Study (IS) was circulated for public review beginning December 21, 2021 to January 19, 2022. In accordance with CEQA, the City circulated the notification of availability of the IS and ND and included members of the public who requested to be included in the City's interested parties list. The IS-ND prepared for this project is included as (Attachment E).

DISCUSSION

The 2021-2029 Housing Element identifies existing and future housing needs (RHNA) of all types for persons of all economic segments in the City. The Housing Element analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all economic groups. Pursuant to Government Code section 65583, the Housing Element must demonstrate the following:

1. Conserve and improve the condition of the existing affordable housing stock;
2. Identify and address the housing needs, including housing goals, policies and programs;
3. Identify and address constraints to housing maintenance, improvement, and development; and
4. Promote equal housing opportunities for all residents.

The 2021-2029 Housing Element consist of the following eight (8) Chapters:

- **Chapter I:** Describes purpose, compliance with State Law, General Plan consistency and community engagement;
- **Chapter II:** Provides the City's demographics, economic and housing characteristics, and summary of housing needs;
- **Chapter III:** Discusses Fair Housing issues and needs;
- **Chapter IV:** Provides a review of the City's past performance of current policies and programs;
- **Chapter V:** Identifies resources and opportunities for the development, rehabilitation and preservation of housing;
- **Chapter VI:** Analyzes the contributing factors that interfere with achieving the City's housing vision;
- **Chapter VII:** Describes the City's vision and details a list of guiding principles; and
- **Chapter VIII:** Provides goals, policies and programs that address housing needs.

Housing Characteristics, Constraints, Goals, Policies and Programs

The 2021-2029 Housing Element describes the City's demographic, economic, and housing characteristics, governmental and non-governmental constraints to the

Approve the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation)

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production of housing, and provides goals, policies and programs that address various housing needs which include, but are not limited to, the following housing issue areas:

- Identify ways to address housing-related problems and overcrowding;
- Ensure that existing housing stocks are preserved;
- Provide a wide range of housing types to satisfy the needs of existing and future residents;
- Identify and promote adequate sites for future residential development that are dispersed throughout the City; and
- Promote equal housing opportunities for all.

The goals listed within the 2021-2029 Housing Element to address housing issues are listed below, and policies to implement each goal are outlined under Chapter 8 (Goals and Policies) of the Housing Element:

- Goal 1: Conservation and Preservation of existing supply.
- Goal 2: Increase housing production to improve affordability for the City's current and future residents.
- Goal 3: Increase housing choices for the City's diverse cultures, lifestyles, abilities, family structures, and income levels.

The Housing Programs (Chapter 4 - Table 4.2, and Chapter 8 of the Housing Element) included in the draft Housing Element define specific actions the City will undertake to achieve the stated goals and policies. In the 2016-2021 Housing Element, the City listed 23 programs. Of the 23 programs, the 2021-2029 Housing Element Update is recommending to continue 17 programs, three programs will be amended and continued, and three programs will be deleted. The housing programs are intended to address the community needs and are listed on pages 68 through 75 of the 2021-2029 Housing Element. Additional programs have been included as part of the 2021-2029 Housing Element Update listed under Chapter 8 of the 2021-2029 Housing Element. This process has been a collaborative effort between the City of Montebello and HCD.

Regional Housing Needs Assessment (RHNA)

Based on methodologies established by the Southern California Association of Governments (SCAG), the RHNA numbers for Montebello (5,186) are mandated by State Law to quantify the need for housing throughout the State during specified planning periods. This informs the local planning process to address existing and future housing needs resulting from projections based on population, employment and household growth. The Housing Element Update must address the need for the City of Montebello to accommodate these housing numbers established by SCAG for a specified planning period (2021-2029).

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In March 2021, SCAG assigned RHNA allocations to Montebello and other Los Angeles County Cities. As previously mentioned, Montebello was assigned a total of 5,186 new housing units which is further distributed into four (4) income categories as follows:

Table 1	
6th Cycle Regional Housing Needs Allocation for Montebello	
Income Level	Needed units
Very-Low	1,314
Low Income	707
Moderate Income	777
Above-moderate income	2,388
Total	5,186

The City's draft Housing Element for 2021-2029 identifies adequate sites (refer to discussion under "Site Inventory") to fulfill the needs established by RHNA. The need to address the above-referenced housing needs with opportunity sites is required by HCD. In an effort to comply with this requirement and address the need to provide affordable housing to achieve the RHNA allocations referenced above, the City has developed policies and programs that promote the development of housing types for various economic segments and assist developers by facilitating the review and approval of development permits.

Community Engagement and Public Outreach

In preparation of the 6th Planning Cycle Housing Element Update, the City undertook an extensive public outreach program to solicit input from residents, community members, and stakeholders throughout the update process. The following provides a summary of the City's Community Engagement outreach efforts:

- **Online Community Survey** – A bilingual community online survey was released from February – June to gather public feedback related to housing needs.
- **Public Meetings** – Multiple public workshops and public hearings were held, providing opportunities for community and public participation and input.
- **Stakeholders** – Individual stakeholders meetings and interviews were held with various organizations, business owners as part of the consultation process.
- **Website** – Creation of a focused webpage on the City's website dedicated to the Housing Element Update which was routinely maintained and updated with pertinent information.
- **Social Media** – Specific information, provisions and updates were advertised in English and Spanish throughout the City's website and social media post.

The bilingual online Housing Element Community survey was released from February 15, 2021 to June 15, 2021 and the City received 712 responses, including 18 in Spanish. The survey was followed by a 4-day visioning workshop and multiple joint Housing Element

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Task Force and Planning Commission meetings. The following is a summary of the issues raised by those who participated:

- Concern that City is not providing enough affordable housing. Multi-generations living within the same household.
- Lack of variety of housing types, in particular senior housing and lower-income.
- Lack of preservation of natural areas.
- Unsafe neighborhoods need to provide more public services in certain areas.
- Request for information regarding rental assistance programs and information on housing and tenant resources.

HCD Review Process

In prior Housing Element update cycles, HCD would conduct a 60-day review of a draft Housing Element, which included reviewing and providing comments on a jurisdiction's draft Element as submitted. In the same 60-day period, the jurisdiction would propose suggested revisions in response to HCD comments. HCD would review and provide additional comments, if necessary. At the end of the 60-day review, HCD and the jurisdiction had an agreed upon edited Draft Housing Element for the jurisdiction's adoption process. The jurisdiction would then adopt the Draft Housing Element by the required date or in the 120-day period following the date.

During this 6th Cycle Housing Element update, for all cities within the SCAG region, HCD staff has not been able to complete reviews within the typical 60-day review period due to the number of cities being reviewed per HCD representative. At the conclusion of the review period, HCD has provided letters outlining revisions and clarifications needed to comply with State Law. Typically, HCD has required between two to three rounds of 60-day review for every draft Housing Element that is submitted.

The City originally submitted its first draft Housing Element (2021-2029) on September 30, 2021. On November 29, 2021, HCD provided comments. City staff conducted virtual meetings with HCD to better understand the comments and obtain clarification. The City prepared a second draft that incorporated revisions and clarifications requested by HCD and submitted the document to HCD on January 19, 2022 for a second review.

On March 16, 2022, HCD provided comments on a second draft notifying that further analysis and discussions are required regarding affirmatively furthering fair housing and justifying assumptions about reuse of non-vacant sites and to provide justification for realistic capacity of site inventory properties. City staff prepared preliminary responses for HCD review, which were discussed during a virtual meeting on May 10, 2022. Based on direction from HCD, a third draft of the Housing Element was submitted for a 60-day review on May 20, 2022 for HCD certification.

SUMMARY

Approve the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation)

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City staff has worked closely with HCD to maintain an open line of communication to ensure the City can quickly address comments and provide the necessary feedback to move the certification process forward. Staff recommends adoption of the 2021-2029 Housing Element and adoption of the Initial Study/Negative Declaration pursuant to CEQA (Case Nos. PC-2022-0001-GPA & ENV No. 2-22-ND). Staff seeks approval to make minor technical corrections, if needed, to ensure certification of the 6th cycle Housing Element (2021-2029) from HCD.

Therefore, any non-substantive changes requested from HCD prior to certification would be made by the Director of Planning and Community Development and shall not require further action by the City Council. If HCD directs any substantive subsequent revisions, the Housing Element would be presented to the decision makers for further consideration.

ATTACHMENTS:

- A. Attachment A - Resolution City Council approval of IS-ND and GPA
- B. Attachment B - 6th Cycle Housing Element (2021-2029)
- C. Attachment C - Letter from the Department of Housing and Community Development Dated November 29, 2021
- D. Attachment D - Letter from the Department of Housing and Community Development Dated March 16, 2022
- E. Attachment E - Initial Study-Negative Declaration

ATTACHMENT A

RESOLUTION NO. 22-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING THE INITIAL STUDY-NEGATIVE DECLARATION FOR AND APPROVING GENERAL PLAN AMENDMENT (PC-2022-0001-GPA) - THE CITY OF MONTEBELLO 6TH CYCLE HOUSING ELEMENT UPDATE (2021-2029); AND AUTHORIZING THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT TO SUBMIT THE HOUSING ELEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR ITS CONSIDERATION AND CERTIFICATION

WHEREAS, in accordance with the State Housing Law (Government Code section 65100 *et seq.*), each jurisdiction must update and revise its Housing Element (one of eight required elements of the General Plan) periodically in accordance with a schedule set forth in the law with specific deadlines established by the California Department of Housing and Development (HCD). Additionally, the California State Legislature identifies overall housing goals for the State with the goal of ensuring every resident has access to housing and suitable living environments; and

WHEREAS, California Government State Code section 65358 (a) authorizes the City Council of the City of Montebello ("City Council") to amend the General Plan if it is deemed to be in the public interest; and

WHEREAS, in accordance with California Government Code Sections 65580-65589.9, the City of Montebello ("City") has prepared a Draft Housing Element for the Sixth Planning Cycle (2021-2029); and

WHEREAS, the public review of the Draft 2021-2029 Housing Element has been prepared by the City of Montebello and presented to the City Council for adoption; and

WHEREAS, the City has made a diligent effort to ensure public participation from all economic segments of the community, including opportunities to participate included smaller focused meetings with housing partners, a 4-day visioning workshop, and a survey that was available in both Spanish and English (online and hard copies); and

WHEREAS, pursuant to Government Code section 65585(b)(1), the City is required to post a revised plan on the City website and email all interested parties for public review following a 60-day HCD review period; and

WHEREAS, on November 29, 2021, in accordance with Government Code section 65585, HCD issued a letter to the City to report on its review of the City's Draft Housing Element, which review concluded that the City's draft Housing Element addressed many of the State statutory housing requirements; but that revisions would be necessary to substantially comply with the State's Housing Element Law (Article 10.6 of the California Government Code); and

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WHEREAS, staff has revised the Housing Element in response to the corrections provided by HCD in the letter dated November 29, 2021; and

WHEREAS, on March 16, 2022, in accordance with Government Code section 65585(b), a subsequent letter was issued by HCD to the City to report on its review of the City's Draft Housing Element, which review concluded that the City's draft Housing Element addressed many of the State statutory housing requirements; but that revisions would be necessary to substantially comply with the State's Housing Element Law (beginning with section 65580 of the California Government Code); and

WHEREAS, staff has revised the Housing Element in response to the corrections provided by HCD in the letter dated March 16, 2022 and resubmitted a revised Housing Element on May 20, 2022; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the California Environmental Quality Act ("CEQA") Guidelines, the City is the lead agency for the proposed updates to the Sixth Cycle (2021-2029) Housing Element of the Montebello General Plan (the "Project"), and such is considered a "project" under the CEQA; and

WHEREAS, pursuant to CEQA, an Initial Study/Negative Declaration ("IS/ND") was prepared for the Sixth Planning Cycle (2021-2029) draft Housing Element Update in compliance with CEQA and the local environmental review guidelines; and

WHEREAS, the IS/ND was circulated for the required 30-day public review period beginning December 21, 2021 to January 19, 2022; and

WHEREAS, a Notice of Intent to Adopt a Negative Declaration was prepared and recorded at the Los Angeles County Clerk Office notifying the public of the public review period beginning December 21, 2021, to January 19, 2022; and

WHEREAS, on January 18, 2022, the Planning Commission of the City of Montebello ("Planning Commission") conducted a duly noticed public hearing on the Draft 2021-2029 Housing Element, together with the IS/ND and considered evidence presented, public testimony, and all other matters presented, at the conclusion of said hearing, the Planning Commission recommended that the City Council approve and adopt the above referenced IS/ND, as well as, the 2021-2029 Housing Element; and

WHEREAS, the City Council considered oral comments and written testimony concerning the Draft 2021-2029 Housing Element and the IS/ND at a duly noticed public hearing held on June 22, 2022; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY FINDS, DECLARES, AND RESOLVES AS FOLLOWS:

RESOLUTION NO. 22-52

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SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Resolution.

SECTION 2. The City Council further finds that the 2021-2029 Housing Element, which is attached hereto and incorporated herein by this reference as Exhibit "A", addresses all of the legal requirements as set forth in the California Government Code, and that the Housing Element is compatible with, consistent with, and integrated with all other Elements of the City's General Plan; and the City Council therefore adopts said 2021-2029 Housing Element to replace the 2016-2021 Housing Element of the General Plan in accordance with State and local law.

SECTION 3. The Director of Planning and Community Development is hereby directed to transmit the final adopted 2021-2029 Housing Element to HCD for its earliest action and certification as provided by law; and is further directed and authorized to make all non-substantive changes to the Housing Element as required to make it internally consistent, or to address any non-substantive changes or amendments suggested or requested by HCD. Should HCD require substantive changes to the Housing Element adopted herein, City staff shall bring such changes or amendments back to the City Council for its further review and adoption.

SECTION 4. The City Council hereby certifies, approves and adopts the IS/ND prepared for the 2021-2029 Housing Element Update, General Plan Amendment (Case No. PC-2022-0001-GPA) and finds that there is no substantial evidence to support the adoption of the 2021-2029 Housing Element will result in any significant environmental impacts.

APPROVED AND ADOPTED 22nd day of June, 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

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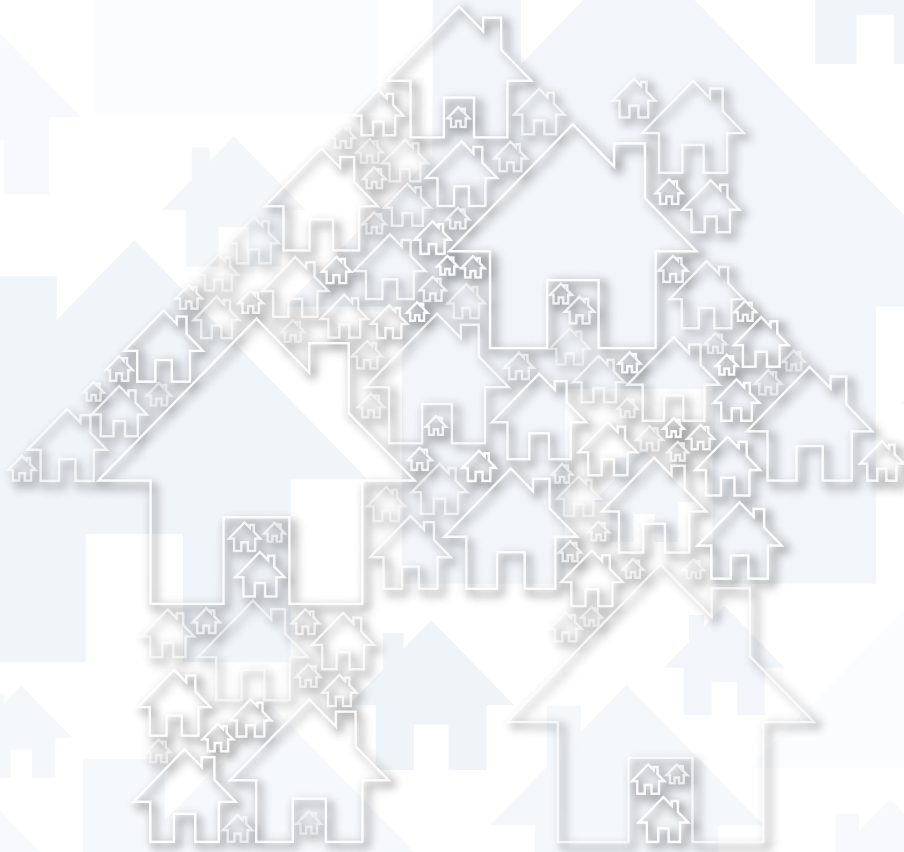
I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-52 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:**NOES:****ABSTAIN:****ABSENT:**

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



Montebello Housing Element

2021-2029



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Acknowledgements

City Council

Mayor, HTF Kimberly Ann Cobos-Cawthorne
Mayor Pro Tem Angie Jimenez
 David Torres
 Scarlet Peralta
 Salvador Melendez
City Manager René Bobadilla

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Vice-chair, HTF Marlene Ramirez
 HTF Berj Aliksonian
 HTF Victor Cuevas
 HTF Natalia Lomeli

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in association with

Moule & Polyzoides

Rincon

Pro Forma Advisors LLC

Urban3

Kittelson

MetroQuest

... and thanks to Colin Cross & Paul McDougall from the Housing and Community Development for their review and guidance, & numerous members of City Staff & Montebello residents & businesses



1 Introduction

A CONTEXT

The City of Montebello is located about nine miles to the southeast of Downtown Los Angeles. Incorporated in 1920, Montebello has a footprint of 8.4 square miles and a population of approximately 63,544.

Along its northern city limit is an outcropping of chaparral-studded hills that were historically called the La Merced Hills and are now known as the Montebello Hills. Long the site of productive oil wells, the hills create a discernible geographic division between Montebello and the San Gabriel Valley. Montebello's eastern city limit abuts the Rio Hondo, a channelized tributary of the Los Angeles River. The northeast corner of the city is adjacent to the Whittier Narrows Dam, which restricts the flow of the Rio Hondo and the San Gabriel River.

The city is served by two major freeways: the Santa Ana Freeway (Interstate 5), which delineates a portion of the city's southern boundary, and the Pomona Freeway (SR-60), which delineates almost all of its northern boundary. In addition, there are two railroad rights-of-way that transect Montebello: one is located near the geographic center of the city and is operated by the Union Pacific Railroad, and the second is located near the southern city limit and is operated by the BNSF Railway Company. The Union Pacific Line is traversed by Metrolink and Amtrak passenger trains. Within the Montebello city limits is the Montebello/Commerce station, which serves Metrolink's Orange County Line.

Since Montebello's inception, the Union Pacific Railway right-of-way has historically divided the community into two discrete sections: north and south. The area to the north of the railroad tracks contains the historical core of the city and a majority of its residential neighborhoods. A majority of the city's commercial development and open spaces are also concentrated in this area. The area to the south of the railroad tracks contains a concentration of industrial uses, in addition to some residential neighborhoods. The majority of Montebello's housing stock was constructed between the 1940s and '70s, though some earlier dwellings are woven into the neighborhoods along Whittier Boulevard. Commercial development is generally confined to the city's major vehicular corridors. Public and private institutional uses are interspersed throughout the community.



1. Early Origins



The first European settlement in Montebello dates back to the founding of the original San Gabriel Mission by the Franciscan Missionaries, Fathers Angel Somera and Pedro Cambon. This mission was founded on September 9, 1771, on a site near San Gabriel Boulevard adjacent to the Rio Hondo River. The Mission was the third in a system comprised of 21 missions established under the direction of Father Junipero Serra. The Mission managed to flourish under hardships, but heavy rains and the resulting flooding caused the mission to relocate to its permanent location in San Gabriel in 1776.

The City of Montebello originally consisted of parts of Rancho San Antonio, Rancho La Merced, and Rancho Paso de Bartolo. Also within the City, on the banks of the Rio Hondo River, the last armed conflict was staged with Mexico for possession of California at the Battle of the Rio San Gabriel on January 8, 1847.

Originally an agricultural community, Montebello had an ideal climate, productive soil, and an abundance of water for farming. From the turn of the century continuing through the 1920's, the area was well known for its production of flowers, vegetables, berries, and fruits.

The discovery of oil by Standard Oil Company on the Anita Baldwin property in 1917, brought about a new era for the City. By 1920, Montebello oil fields accounted for one-eighth of total California crude oil production.

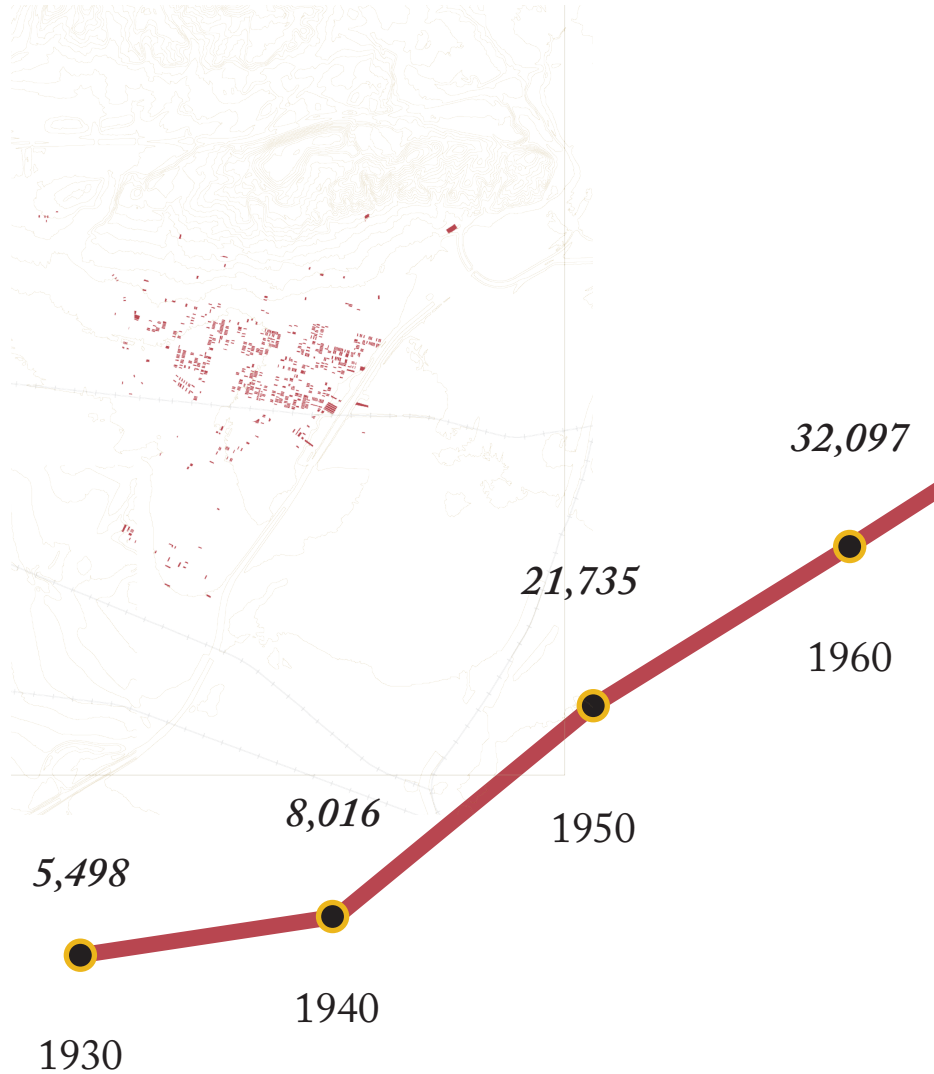


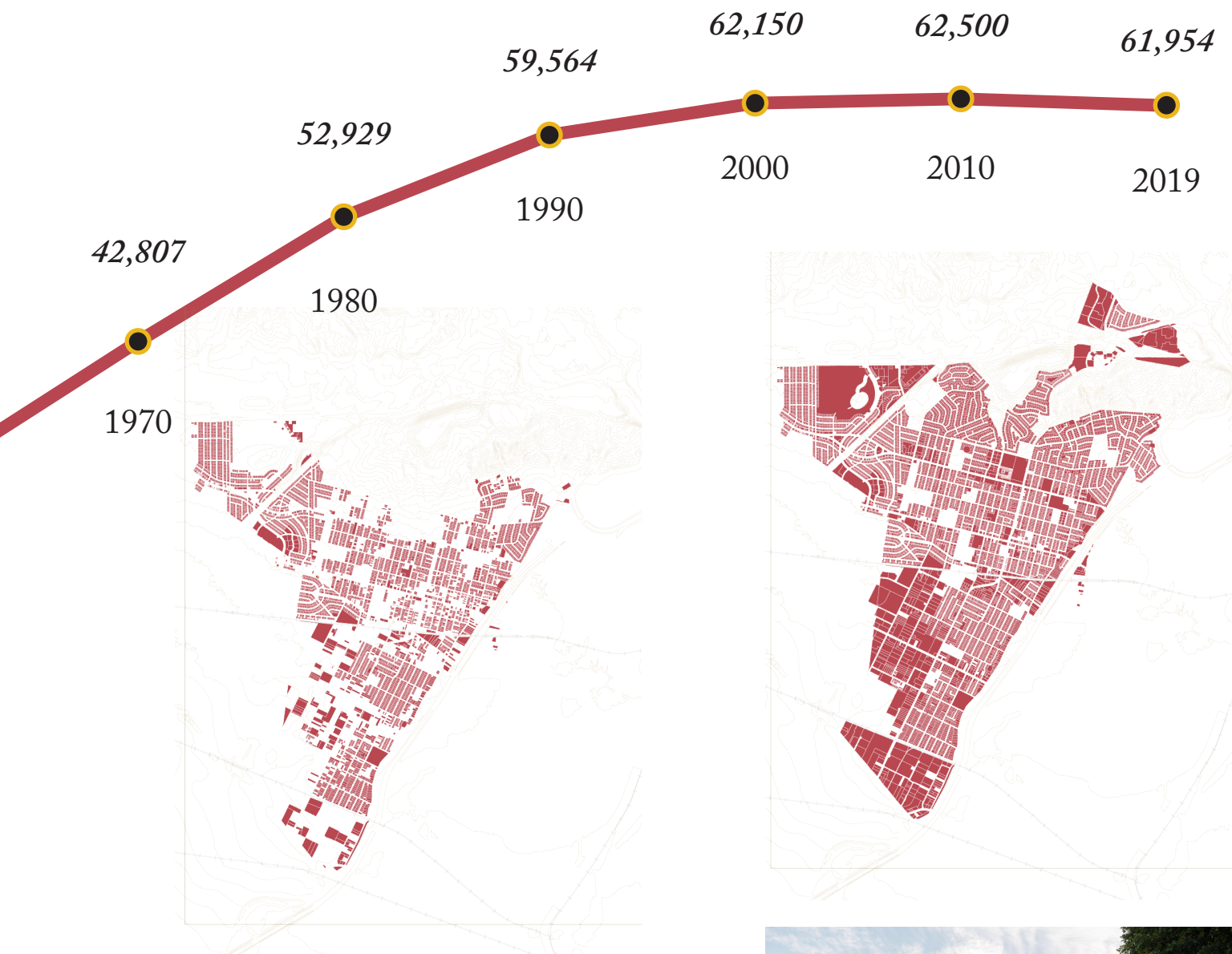
Figure 1.1. Historic Patterns of Growth

2. Postwar Development & Suburbanization

Rapid development in the postwar era heightened demand for new and affordable housing, particularly among military veterans who had recently returned from World War II. Federal policies and programs promoted home-ownership and the mass construction of detached, single-family dwellings.

Since Montebello's inception, the Union Pacific Railway right-of-way has historically divided the community into two discrete sections: north and south. The area to the north of the railroad tracks contains the historical core of the City and a majority of its residential neighborhoods. A majority of the City's commercial development and open spaces are also concentrated in this area. The area to the south of the railroad tracks contains a concentration of industrial uses, in addition to some residential neighborhoods.

Though Montebello contains a diverse mix of land uses, residential uses consisting of largely modest, single-family suburban houses account for majority of development in the City. The majority of Montebello's housing stock was constructed between the 1940's and 1970's.



Like many of the suburban communities in Southeast Los Angeles County, Montebello's population has become increasingly diverse over time. Today the community is home to a large Mexican American population, and roughly 80 percent of Montebello residents have Hispanic or Latino origin. The City is also home to a sizable Armenian American population.

3. Contemporary Development

The City has been completely urbanized for more than five decades. The new development that has occurred in the City has involved the redevelopment of existing urbanized sites that were either developed at lower residential densities or in other uses. New residential infill development has occurred throughout the City. Recent development activity in the City has involved the proposed construction of a large new housing development in the Montebello Hills. The new development would entail the construction of up to 1,200 new residential units.





B. PURPOSE

In the face of rising housing costs, there comes a limit to what innovative industries can absorb to attract and retain the talent they need to remain competitive. The service industries that support those dynamic sectors are already struggling. For young people, working people and the poverty-stricken, there is also a break point on how much rent and mortgages can erode their income. Like climate change, the housing affordability crisis is a slowly unfolding catastrophe, and is now the most serious threat to California's future standard of living and quality of life.

California retains formidable advantages of climate, natural beauty, diversity and social vitality. We pride ourselves on our progressive values. Yet rising homelessness is a graphic reminder of extreme inequities and our fraying social fabric. Our public institutions and private partners must show progress against the frightening spread of tents that dot our landscape to rebuild our faith in a just and safe future.

Montebello is committed on course toward making decent and affordable housing both a community benefit and a human right. Over the next eight years, Montebello will plan for the construction of its share of the 1.3 million units of housing that we need to serve all income levels in Southern California.

The purpose of the 2021-2029 Housing Element is finding community support for building substantial new housing, especially affordable housing, among their residents. Success will require patient dialogue, coalition-building, visionary thinking, and political will to put policies into action. The Housing Element identifies and analyzes the current and future housing needs of residents within Montebello and establishes goals, policies, and programs to meet Montebello's housing needs. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The Housing Element has enlisted Montebello's diverse constituencies to develop workable solutions.

C. HOUSING ELEMENT REQUIREMENTS

The Housing Element is the primary document that the State, region, and local jurisdictions in California use to plan for current and future housing needs. The California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian at all income levels. As a result, the State Legislature requires that all jurisdictions prepare and periodically review and update a Housing Element.

Every eight years, the State Department of Housing and Community Development (HCD) sets a target for meeting housing needs, and assigns each region a share of the total housing needs. The Southern California Association of Governments (SCAG) then allocates the projected regional growth to local jurisdictions within the region. The total housing need for each jurisdiction is distributed among income categories, requiring each jurisdiction to update their Housing Element to meet the need for housing for households at all income levels.

Government Code Section 65583 lists requirements of the Housing Element. Montebello's Housing Element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, and scheduled program actions for the preservation, improvement, and development of housing."

The Montebello Housing Element needs to:

- Conserve and improve the condition of the existing affordable housing stock;
- Identify and address the housing needs, including housing goals, policies, and programs;
- Identify and address constraints to housing maintenance, improvement, and development; and
- Promote equal housing opportunities for all residents.

This Housing Element updates the 5th Cycle Housing Element and addresses recent changes to State housing law.



D. 2040 GENERAL PLAN CONSISTENCY



The Housing Element is one of the seven required elements of the General Plan. This Housing Element update is developed in conjunction with the City's overall General Plan update. This provides a unprecedented opportunity to develop the General Plan and Housing Element from the ground up based on a renewed community vision and a system approach to planning, where housing is in complete sync with the transportation, economic, environmental, health, safety, cultural, recreational policies and programs.

For the better part of the past eight years, the City has weathered difficult fiscal circumstances but has begun to tackle its difficulties and in an effort to promote economic development. Montebello has recently taken definitive steps to enhance critical economic nodes throughout the City:

- Planning for the future light rail alignment along Washington Boulevard, will allow the City a unique opportunity to attract new investment on the south side with transit-oriented housing development;
- Approving the Montebello Hills Specific Plan will allow for the phased development of 1,200 housing units in a high-resource area, immediately south of the Shops at Montebello mall;
- Approving, over the past four years, numerous infill commercial and residential projects along Whittier and Beverly Boulevards has generated a renewed interest in corridor infill development; and
- Updating policies, standards, and processes allow greater residential densities and mixed use projects throughout the City.

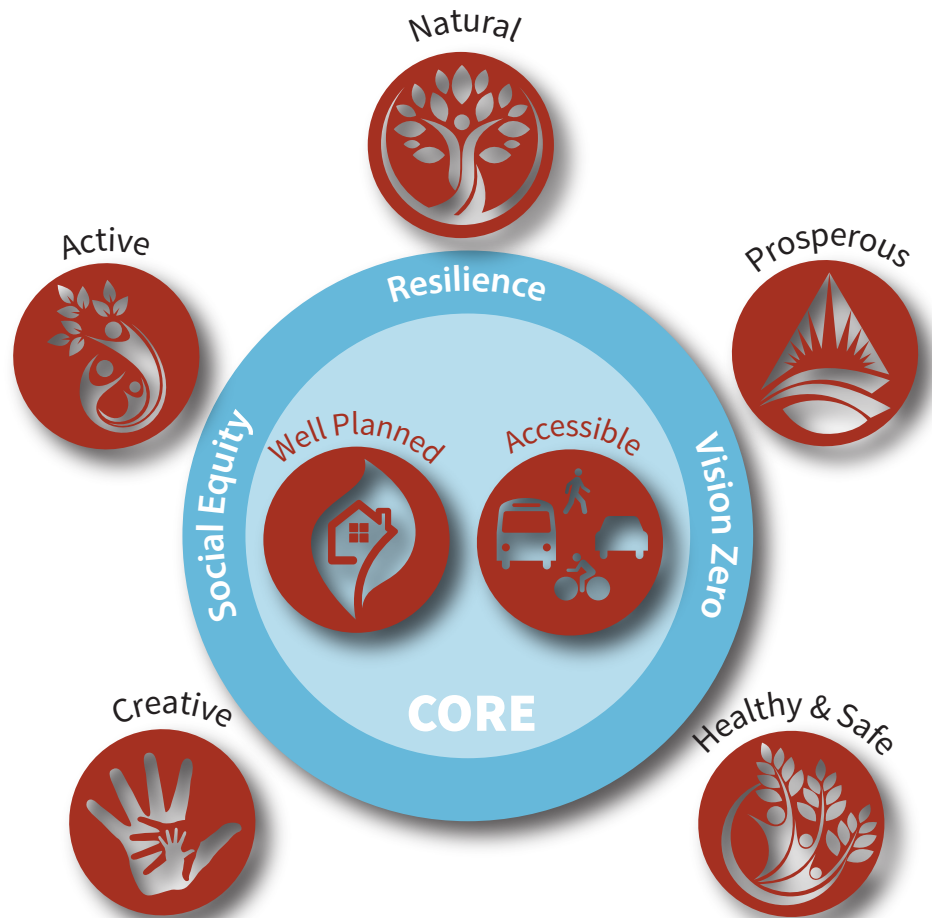


Figure 1.2. The General Plan Update and the Downtown Montebello Specific Plan will have seven focus areas that will link housing with other community needs. Each focus area will be additionally reviewed with three lenses: Resilience, Social Equity (environmental justice), and Vision Zero.

Downtown Montebello provides a huge opportunity for repurposing vacant and underperforming sites for infill housing. In conjunction with the General Plan Update, the City is also preparing a Downtown Montebello Specific Plan that will facilitate the building of more housing in the Downtown area.

These efforts will go a long way to promoting a more fiscally sustainable development environment and serve as a foundation to develop a Housing Element that will carry the City into the future.

The City has good economic development “bones” based on its superior in-fill location within the greater Los Angeles region. Additionally, many residents have lived in the City for a number of years and there is a fierce loyalty to Montebello. The updated General Plan, Downtown Montebello Specific Plan, and Housing Element will leverage this momentum and commitment to the City so that Montebello will be on solid footing to address its housing needs.

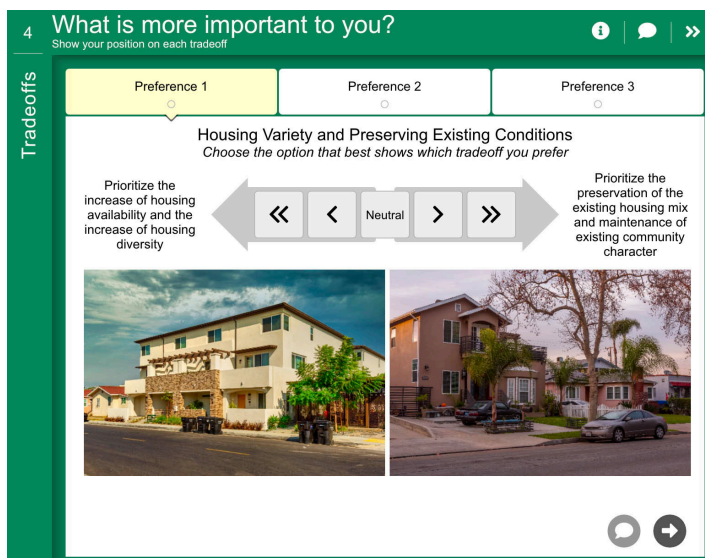


Figure 1.3. Community Survey. Survey respondents noted their preference between increasing housing variety and preserving the existing housing mix.

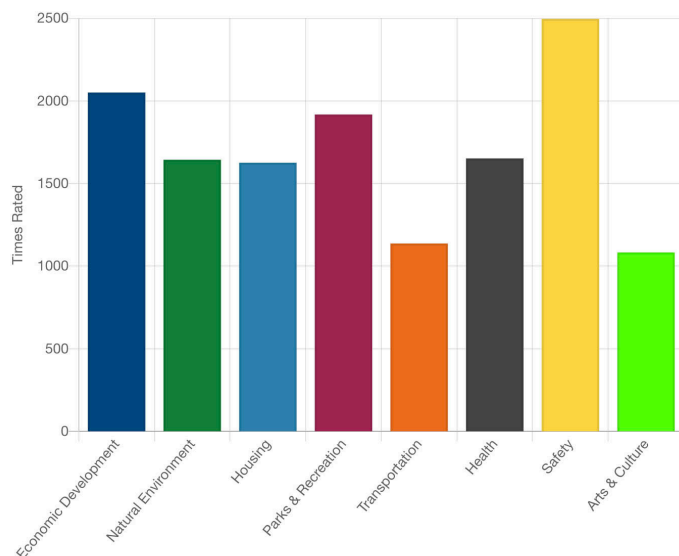


Figure 1.4. Community Survey. Housing was rated high on the list of priorities that the community wanted to address in the General Plan.

E. COMMUNITY ENGAGEMENT

The Housing Element Update was centered in racial, income, and social equity. Thus, the community engagement goal was to also hear from people that typically do not actively engage in planning processes and elevate those voices.

The extensive public engagement process combined new and trusted techniques to ensure participation was diverse and inclusive. Opportunities to participate included large visioning workshops, smaller focused meetings with housing partners and a survey. The survey was offered in both English and Spanish languages (online and hard copies).

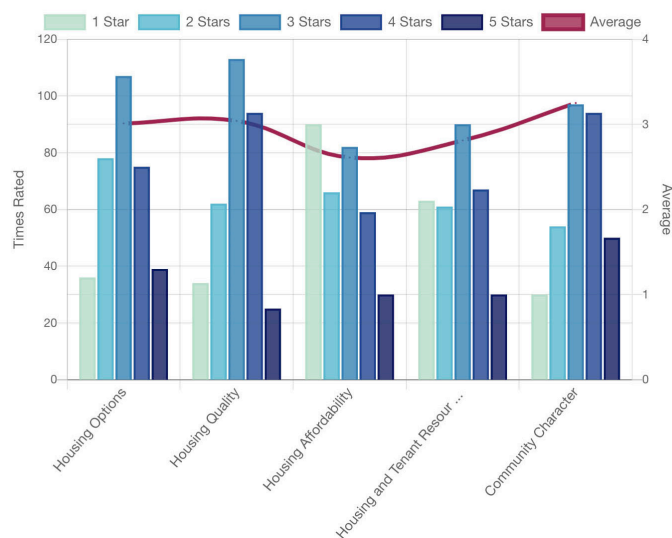


Figure 1.5. Community Survey. The community noted the need to address housing affordability and access to resources.

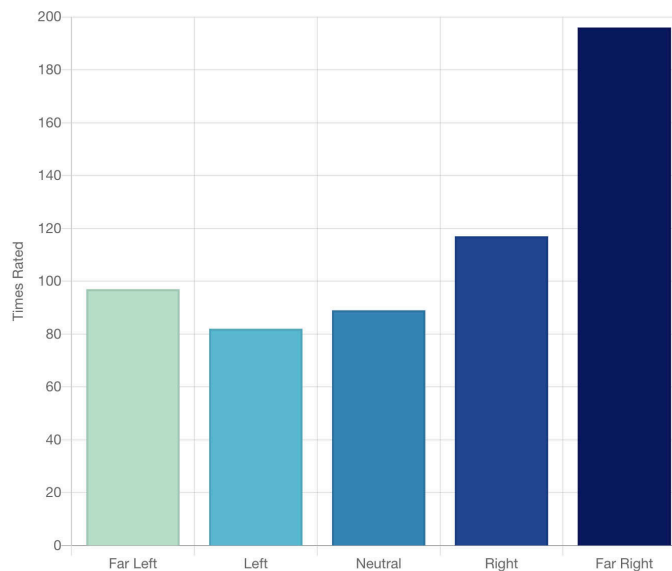


Figure 1.6. Community Survey. Any increase in the housing variety would need to take place in a contextual manner that preserves the existing community character.

1. Principles of Engagement

Inclusive representation: The Housing Element update process engaged Montebello residents representing a range of race, ethnicity, socioeconomic status, age, abilities, housing type and tenure.

Meaningful Collaboration: At each step of the update process the education and outreach efforts had a clear intent and outcome, including how input will be incorporated.

Access to information and participation: A variety of online and in-person platforms for participation were scheduled at times, and locations specifically accessible to households within low resource areas of the City.

Transparent Communication: The City maintained an updated website to document information and feedback gathered and use variety of methods to notify communities about upcoming events.

Even during the height of the COVID-19 pandemic, the community outreach/engagement efforts related to the Housing Element were extensive to engage all economic segments of the population. These efforts included, among other things, 24 community meetings, including focus group meetings. The City's outreach/engagement strategy for the housing element survey focused on reaching all segments of the population as it included:

- The distribution and collection of hard copy surveys (with pens) by the Montebello Community Assistance Program (MCAP) to solicit feedback from the City's lower-income population, including the unhoused community;
- The City's Code Enforcement Division distributed hard copies of the survey to residents and local businesses beginning March 2021 through June 2021;
- The survey with a link (and QR Code) was disseminated in the City newsletter (Spring and Summer editions, reaching all 24,000 resident and business addresses in Montebello twice) via The Montebello View that was delivered via U.S. Mail;
- All surveys were provided in English and Spanish given that more than 70% of the city is Hispanic. With over 700 responses received, the City received 18 responses in Spanish;
- The survey was blasted on all City-sponsored social media outlets including the City's website;
- The survey was made available at local libraries and all social media platforms (Facebook, Next-door, Twitter, Instagram and LinkedIn);
- The City offered incentives, including opportunities to win raffle prizes, for anyone who participated in the survey;
- The survey was included in the Chamber of Commerce Spotlight newsletter and Rotary Club meetings;
- The surveys were distributed to local parks, school students/faculty, and sports programs through the Parks and Recreation Department and the Montebello Unified School District;
- The survey was available at several City Council and Planning Commission public meetings and included in the public communications; and
- City staff together with representatives from the Gateway Cities COG engaged with individual community members to specifically discuss issues related to the unhoused and lower-income needs related to affordable housing.

2. Housing Element Task Force

The Montebello Housing Element Task Force (HETF) provided input on how the City's programs, regulations, and processes can be structured to formulate policies that protect Montebello's stable neighborhoods while providing desperately needed affordable, high-quality housing for all residents.

The HETF met jointly with the Planning Commission three times. The objective of the first meeting was to review the current housing needs and conditions; and the Housing Element update requirements, process, approach, and schedule. The objective of the second HETF meeting was to gather input on the effectiveness of existing housing goals, policies, and programs, review the AFFH requirements, and review potential sites for the housing inventory. The final meeting reviewed the vision and supporting goals, policies, and programs.

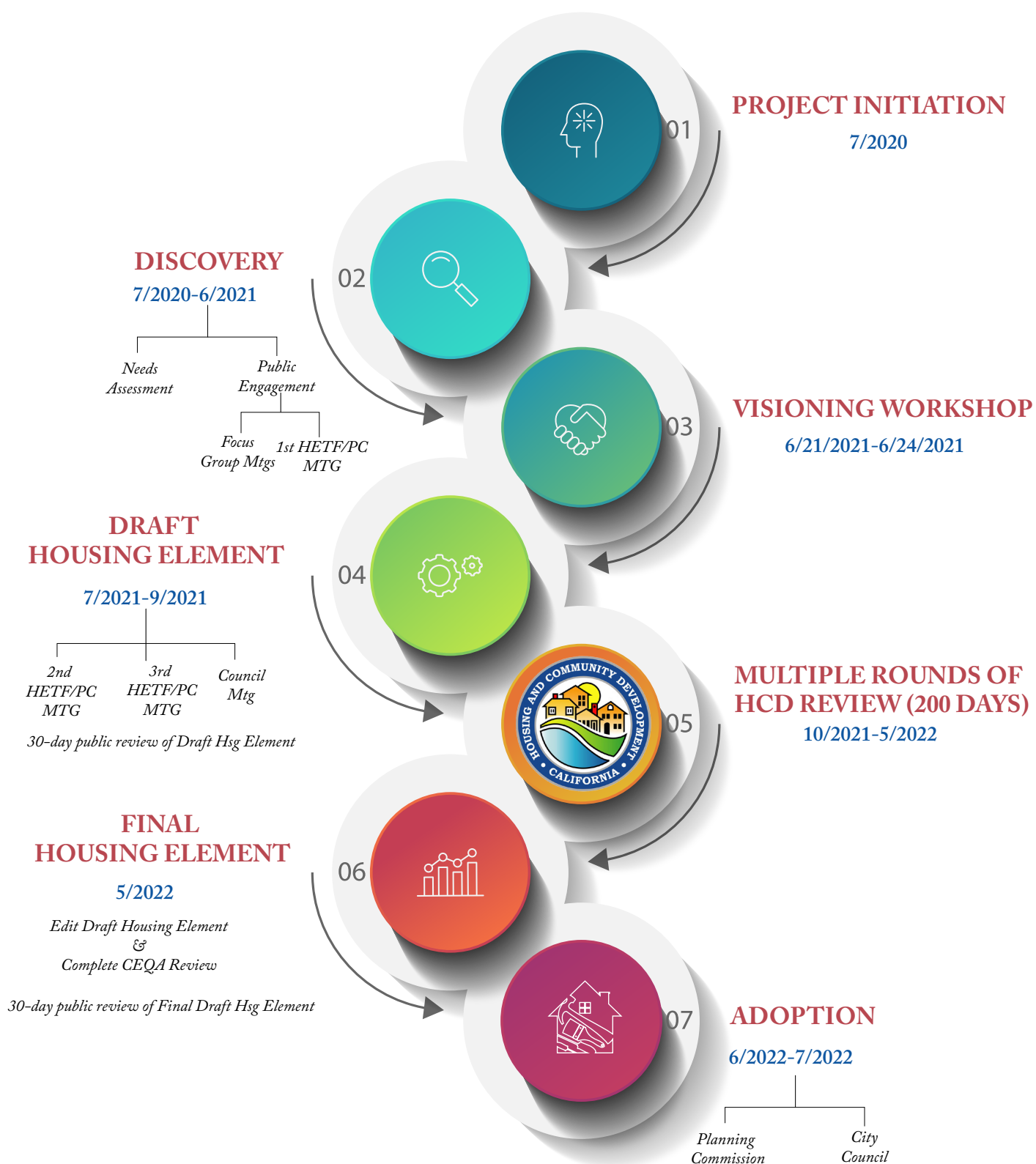


Visioning Workshop Open House: The community carefully reviewed the potential for each site identified in this Housing Element.

3. Visioning Workshop

In between the first and second HETF meeting, a 4-day Visioning Workshop for the General Plan, Downtown Montebello Specific Plan, and Housing Element was held. The 4-day workshop engaged the community to develop a consensus on a Citywide vision for growth, preservation, and renewal — specifically, the amount and location where new growth will be directed. The workshop headquarter and the evening community meeting locations were all located in low-income neighborhoods that typically are not represented in planning processes.

F. THE PROCESS



The Housing Element Draft was reviewed and discussed at a City Council meeting in September followed by a 20-day public review and comment period.

Promotion of these community outreach efforts have included:

- Established www.planmontebello.com to create a centralized location where information regarding the process and upcoming events is maintained and accessible to the public;
- Creation of generalplanupdate@Cityofmontebello.com to allow the public to reach out to the team about the General Plan Update;
- Creation of @PlanMontebello on Twitter, Facebook and Instagram where messaging about the process and upcoming events is posted;
- Additional messaging through City website, and Twitter, Facebook and Instagram accounts;
- Facebook live event;
- Posters and displays at City facilities, buses, and at businesses throughout the City;
- Door-to-door canvassing;
- Email messaging through City's email list, Chamber of Commerce email list, and General Plan Update email list compiled from various outreach efforts;
- Messaging on printed media including:
 - Montebello Reporter (monthly publication)
 - Spotlight on Montebello (bi-month publication)
 - City of Montebello View (quarterly newsletter)
- Direct calls and meetings with community members, businesses and City partners; and
- Planning staff promotions through links in signature lines and at meetings with developers and residents.

These outreach efforts have resulted in meaningful community engagement which is critical to developing a vision for the Housing Element Update and related General Plan and Downtown Montebello Specific Plan documents created and endorsed by the community. Community outreach highlights include:

- Approximately 17 community outreach events have been held to date;
- Over 700 survey responses were received; and
- Collaboration with over 1,000 residents, business, City partners and interested parties through these outreach efforts.

Montebello is committed to implementing this innovative community driven approach to establish a vision for planning for current and future housing needs. The planning process involved the larger community, interested developers, and property owners in an effort to identify realistic development opportunities using the site inventory list with conceptual project designs that were fine-tuned with the market and fiscal analysis.

—Joseph Palombi
Planning & Community Development Director

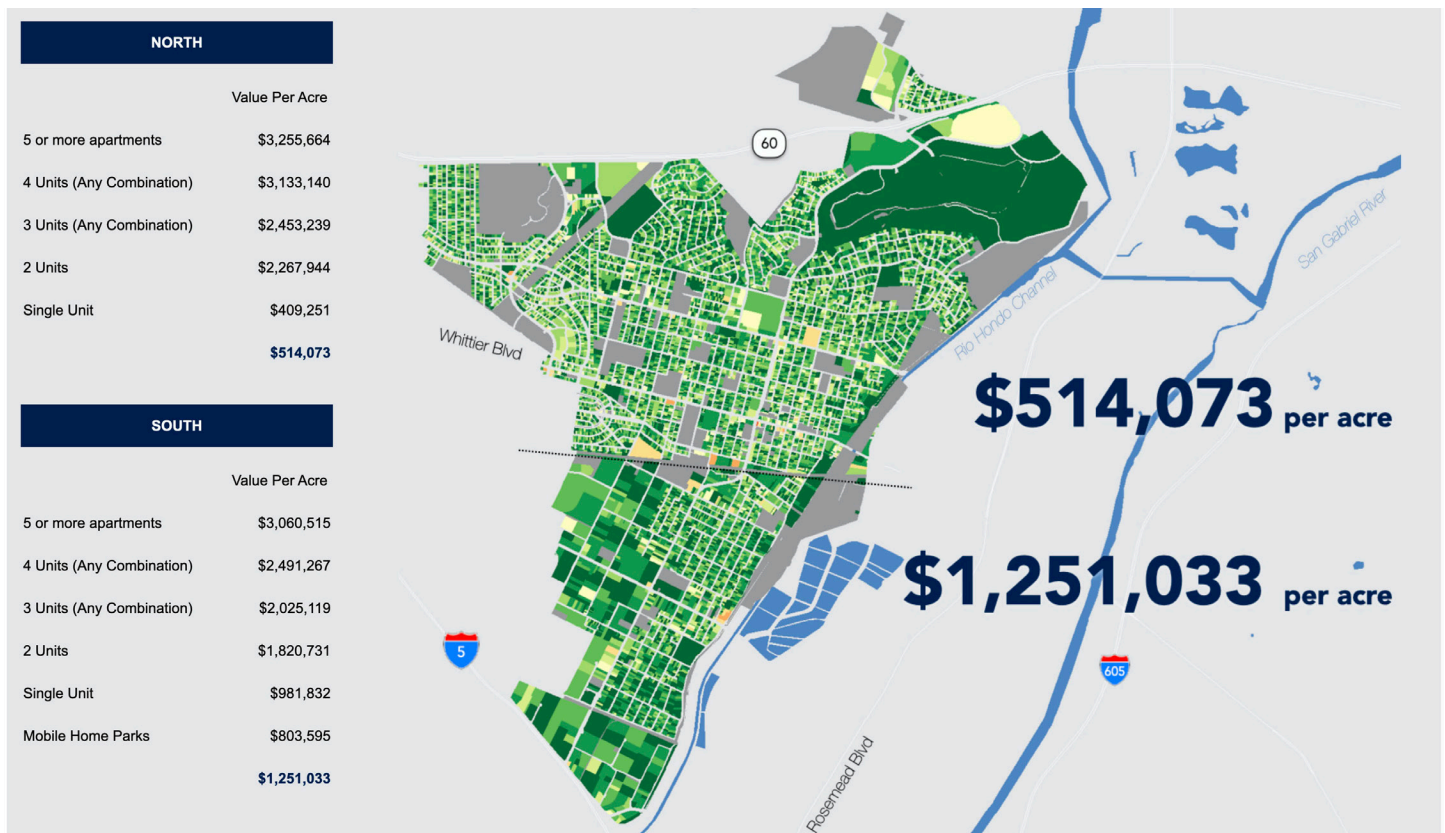


Figure 1.7. Fiscal Equity. The southern half of the City, a low-resource, diverse, lower-income, and dense segment of the community contributes more property tax revenue per acre than the high-resource, lower-density northern areas of the City. This information supports the City's focus to direct more investment and resources to South Montebello.

Outreach to Lower-Income and Special Needs Households

Survey: A community wide survey was conducted as part of the Housing Element update. The interactive survey was available in English and Spanish. The demographic profile of returned surveys was monitored throughout the survey process. Periodically, adjustments were made to the outreach strategy to gather responses from a wider economic segment of the population. Numerous community and business organizations and city leaders assisted in increasing the response rate particularly from lower income households.

A total of 694 responses in English and 18 responses in Spanish were completed. Survey respondents had the opportunity to submit written comments. A total of 970 written comments were received. These comments and resulting dialog helped shaped the proposed policies and programs in this Housing Element.

Workshops: Invitations to workshops were extended over multiple platforms favored by and accessible to lower-income and special-needs households. The workshops were held at various locations within the lower income neighborhoods and special needs households.

G. ENVIRONMENTAL JUSTICE

Residents and community members addressed specific concerns about environmental justice in public meetings, through the digital participation platform, and the community survey. Input focused on the need for safe and healthy housing, and access to healthy foods, open space and healthy environmental conditions. These items are being addressed in the General Plan update, the Downtown Montebello Specific Plan and through Programs in this Housing Element Update.

A Fiscal MRI of the City's revenues facilitated a shift in how we understand the economic potency of walkable urban areas, often underserved, like South Montebello, the Corridors, and Downtown area. The method simplified and visualized complex information to include everyone in real conversations about community growth and empower Montebello to promote fiscally positive development patterns that both secure its fiscal condition and create a strong sense of place.

2 Community Profile

A. PROFILE: PEOPLE, ECONOMY, & HOUSING

1. People

Understanding the characteristics of Montebello's population is vital in the process of planning for its future needs. Issues such as population growth, race/ethnicity, age, and employment trends are factors that combine to influence the type of housing needed and the ability to afford housing. This section describes and analyzes the various population characteristics and trends that affect housing needs.

	Population	% Change
1960	32,097	—
1970	42,807	33.4%
1980	52,929	23.6%
1990	59,564	12.5%
2000	62,150	4.3%
2010	62,500	0.6%
2019	61,954	-0.9%

Table 2.1. Population Growth Trends: 1960 to 2020. Source: US Census and DOF 2019.

The population in Montebello decreased by 0.9% from 62,500 in 2010 to 61,954 in 2019. Comparatively, the population in Los Angeles County grew by 2.2% during the same time period.

	1990	2000	2010	July 2019	% change 2010 to 2019
Montebello	59,564	62,150	62,500	61,954	-0.9%
El Monte	106,209	115,965	113,475	115,487	1.7%
Monterey Park	60,738	60,051	60,269	56,669	-5.9%
Whittier	77,671	83,680	85,331	85,098	-0.2%
LA County	8,863,164	9,519,338	9,818,605	10,039,107	2.2%

Table 2.2. Population Trends. Sources: US Census and 2019 DOF Estimates.

The Southern California Association of Governments (SCAG) long-term growth forecasts for the 2016–2045 Regional Transportation Plan/Sustainable Communities Strategy anticipates an approximate expected growth of 6.1% in the City of Montebello's population from 2016 to 2045, with an increase from 63,900 residents in 2016 to 67,800 residents in 2045. From 2016 to 2045, the City is expected to annually grow at 0.2%.

A. Population Forecast

On May 7, 2020, the SCAG adopted long-term growth forecasts for the 2016–2045 Regional Transportation Plan/Sustainable Communities Strategy. These forecasts anticipate an approximate expected growth of 6% in the City of Montebello's population from 2016 to 2045.

	Households		Population	
	2016	2045	2016	2045
Montebello	19,100	21,100	63,900	67,800

Table 2.3. Population Forecast. Source: 2016–2045 Regional Transportation Plan/Sustainable Communities Strategy.

The 2045 Montebello General Plan forecast a 77% percent growth over the 23 year planning period.

B. Age

Montebello's existing and future housing needs are influenced in part by the age characteristics of residents. Each age group has distinct lifestyles, family structures and sizes, income earning abilities, and therefore, housing preferences.

As people move through each stage of life, housing needs and preferences change. With the rapid aging of the Montebello population, the need for affordable, accessible, and supportive housing suitable for older adults is set to increase. The likelihood of living alone increases sharply after age 65. Homeownership rates among adults under age 65 are significantly lower today than in 2000. Shares of both renters and owners with cost burdens increase with age.

Over the last three decades, Montebello's younger population has reduced slightly while the older population has grown. In many instances, children from previous decades have grown up and moved out of Montebello. This trend resembles the overall county trend. In 2019, Montebello's median age was 36.1 years — younger than surrounding cities and the County.

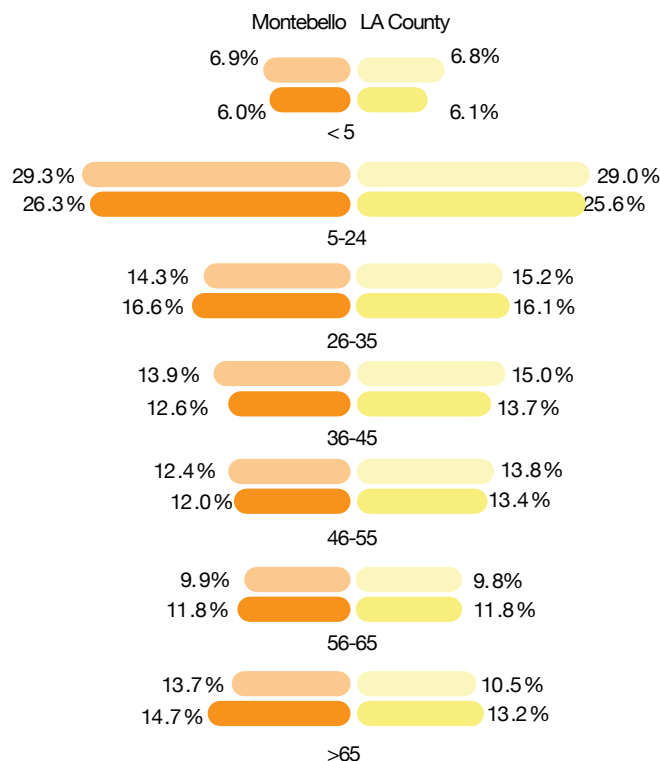


Figure 2.1. Comparative Age Cohorts.

Age Cohort	1990		2010		2019	
	Montebello	LA County	Montebello	LA County	Montebello	LA County
Under 5 years	8.4%	8.3%	6.9%	6.8%	6%	6.1%
5-24 years	31.2%	30.2%	29.3%	29%	26.3%	25.6%
25-34 years	18.3%	19.8%	14.3%	15.2%	16.6%	16.1%
35-44 years	12.7%	15.1%	13.9%	15%	12.6%	13.7%
45-54 years	8.9%	9.6%	12.4%	13.8%	12%	13.4%
55-64 years	8.6%	7.3%	9.9%	9.8%	11.8%	11.8%
65 and over	11.9%	9.7%	13.7%	10.5%	14.7%	13.2%

Table 2.4. Age. Source: US Census.

	Under 18 years	Over 65 years	Median Age
Montebello	22.4%	14.8%	36.1
El Monte	23%	13.5%	38.2
Monterey Park	17.3%	21.3%	44.1
Whittier	22.9%	14%	37.1
LA County	21.4%	14.1%	37

Table 2.5. Comparative Age Distribution and Median Age. Sources: US Census and American Community Survey.

C. Race and Ethnicity

Household characteristics and cultural backgrounds differ by race and ethnicity and are indicators of varying housing preferences.

Table 2-6 indicates the racial composition of the City. According to the 2019 ACS, approximately 58% of the City's population was classified as white. Hispanics accounted for 77.4% of the City's population, larger than 48.5% of LA County population. Hispanics are considered an ethnic group rather than a racial group. Hispanics may include persons from a variety of races including Caucasians, African-Americans, and even Asians.

Race	Montebello	LA County
— White	58%	54.4%
— Black or African American	1.4%	9.2%
— American Indian and Alaska Native	1.2%	1.6%
— Asian	15%	16.3%
— Native Hawaiian and Other Pacific Islander	0.1%	0.6%
— Some other race	26.7%	22.2%
Hispanic or Latino and Race		
— Hispanic or Latino (of any race)	77.4%	48.5%
— Not Hispanic or Latino	22.6%	51.5%

Table 2.6: 2019 ACS 5-Year Estimate Data Profiles

2. Economy

A. Employment

Employment trends show information on the types of jobs held by Montebello residents, which can be an indicator for the types of housing that meets the needs of certain workers. Wage and income information can also indicate how much workers can spend on housing. Employment growth may also be an indicator of housing needs. According to employment data from the Employment Development Department (EDD), the unemployment rate for the City as of May 2021 was 11.9%, compared to 11% for the County.

During the 19 years between 2000 and 2019, the number of residents employed in the manufacturing, wholesale trade, information, and public administration declined significantly. During this same period, the number of residents employed in the construction, retail, transportation, professional jobs, and arts and entertainment sectors increased. Table 2.7 indicates the employment characteristics of the City's residents according to the 2000, 2010, and 2019 employment data.

	2000	2010	2019	% change 2010-2019
Agriculture, forestry, fishing, hunting, mining	58	123	130	6%
Construction	776	1295	1,618	25%
Manufacturing	4,150	3,332	3,028	-9%
Wholesale trade	1,367	1,392	1,206	-13%
Retail trade	2,476	2,983	3,695	24%
Transportation and warehousing, and utilities	1,484	2,238	2,775	24%
Information	665	744	543	-27%
Finance, insurance, and real estate.	1,244	1,503	1,497	-0.4%
Professional, scientific, management, administrative, etc.	1,770	2,208	2,817	28%
Educational, health, and social services.	4,655	5,869	5,952	1%
Arts, entertainment, recreation, accommodation and food services.	1,849	2,292	3,108	36%
Other services (except public admin.)	1,371	1,222	1,896	55%
Public administration	1,002	1,473	1,309	-11%
Total	22,867	26,450	29,574	

Table 2.7. Employment by Industry: 2000, and 2010 in Montebello. Source: US Census 2000, 2010, and ACS 2019.

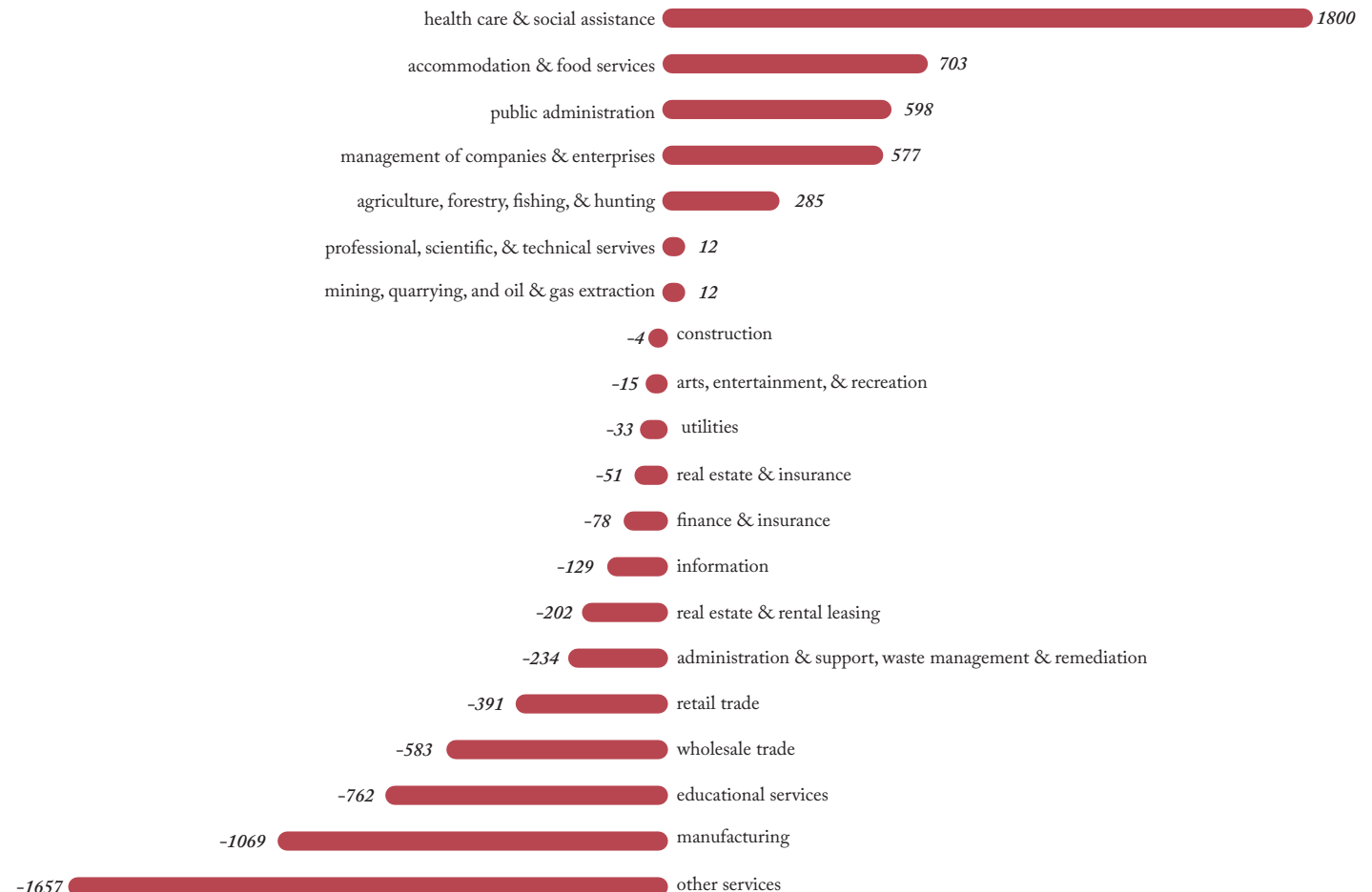


Figure 2.2. Employment Trend 2008-2018. Source: California Economic Development Department.

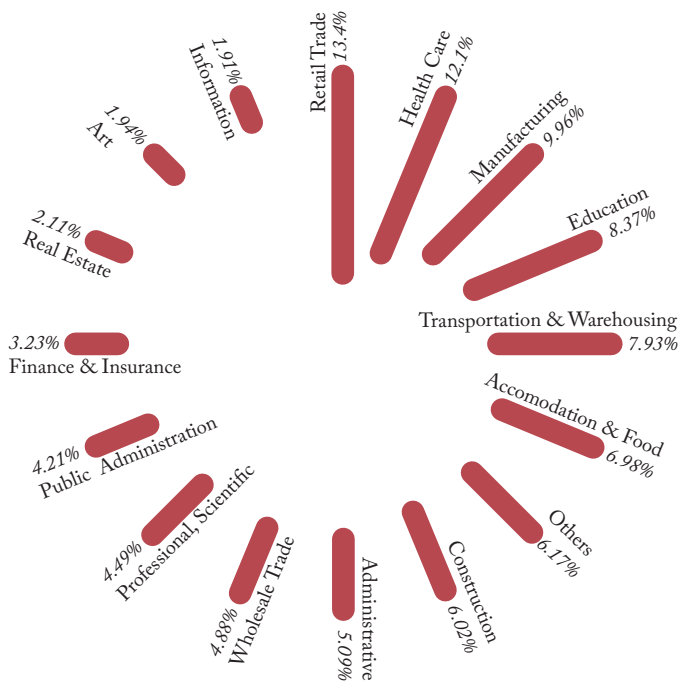


Figure 2.3. Employment by Industrial Sectors. Source: US Census, LEHD, California Economic Development Department.

Table 2.8 shows a steady growth in management and professional occupation while sales and office occupations decline from 1990 to 2019.

Occupation Category	1990	2000	2010	2019	2019- %
Management, professional, and related occupations	5,694	5,897	7,652	7,627	25.8%
Service	5,914	3,304	4,687	5,916	20%
Sales and office occupations	9,374	7,444	7,535	7,497	25.3%
Farming, fishing, and forestry	377	16	0	0	0%
Construction, extraction, and maintenance	3,687	1,728	2,085	2,440	8.3%
Production, transportation, and material moving	1,283	4,478	4,792	6,094	20.6%
Total	26,329	22,867	26,751	29,574	

Table 2.8. Employment by Occupation in Montebello. Source: US Census 1990, 2000, 2010, and 2019 ACS.



Employer	Employees	% of Total Employment*	Employees	% of Total Employment*
Montebello Unified School District*	1,638	6.02%	3,500	12.46%
Beverly Hospital	914	3.36%	912	3.25%
City of Montebello	422	1.55%	584	2.08%
Macy's Department Store	320	1.18%		
Bimbo Bakery	320	1.18%	715	2.54%
JCPenney Department Store	215	0.79%		
Rio Hondo Convalescent Hospital	214	0.79%		
R+L Carriers	143	0.53%		
Monarch Litho Inc.	135	0.50%	242	0.86%
Kaiser Permanente Montebello	124	0.46%	3,140	11.17%
Montebello Town Center			1,902	6.77%
Minson Corporation			620	2.21%
Costco**			292	1.04%
Royal Paper Box Company			155	0.55%
Total 10 Top Employers	4,445	16.34%	12,062	42.93%
Total City Employment (1)	27,200		28,100	

Table 2.9. City of Montebello Principal Employers. Source: MuniServices, LLC / Avenu Insights & Analytics. Results based on direct correspondence with City's local businesses.

(1) Total City Labor Force provided by EDD Labor Force Data.

*Includes ONLY schools within Montebello City limits.

** Costco is located in the City of Monterey Park.

B. Projected Job Growth

Future housing needs are driven by the number and type of new jobs created during the planning period. Generally, residents that are employed in well-paying occupations have less difficulty obtaining adequate housing than residents in low-paying occupations.

The top 10 employers represent approximately 23% of the total in-place employment. In-Place employment refers to jobs located in the City. Since 2008 the City has lost approximately 1,200 jobs.

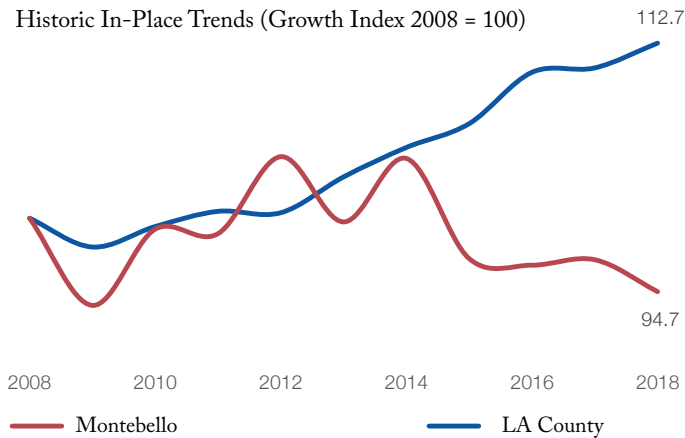


Figure 2.3. Historic In-Place Trends (Growth Index 2008=100). Source: US Census, LEHD.

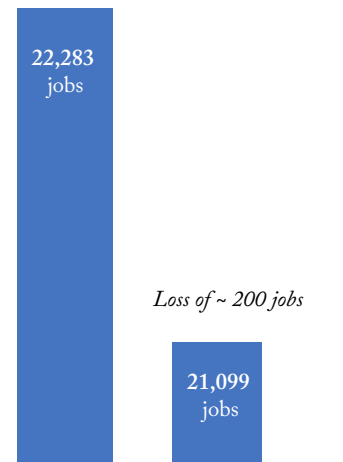


Figure 2.4. Historic In-Place Trends (Growth Index 2008=100). Source: US Census, LEHD.

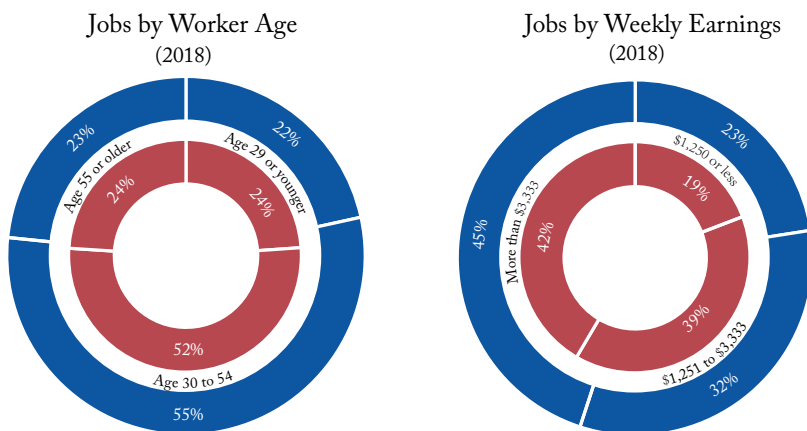


Figure 2.5. Left Image: Jobs by Worker Age (2018). Right Image: Jobs by Weekly Earnings (2018). Source: US Census, LEHD.

Workers in the City tend to have lower earnings than the County and have slightly different age characteristics. In some industries, such as Health Care, growth has followed larger County trends. In other industries, such as Information, growth has not followed larger County trends. Some employers are in projected growth industries such as Health Care while others are in Retail, where future employment may decline. The City's strongest concentration of jobs are in industries that are projected to grow in the near-term. Other growth industries with high wages, such as Information and Professional and Business Services, are underrepresented in the City.

Household incomes for residents in the City are lower than the County, particularly for those households earning over \$100,000. Overall, the Median Household income is approximately 20% lower than the County and due to higher Household size the per cap income is one-third lower than the County.

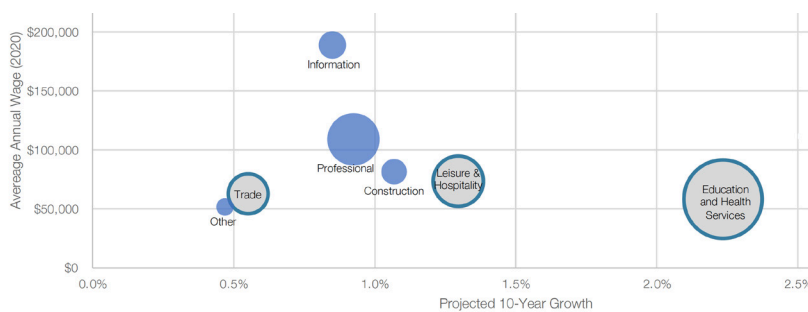


Figure 2.6. Near-Term Employment Growth Projections by Private Industry in Los Angeles County (2018 - 2028). Source: EDD.

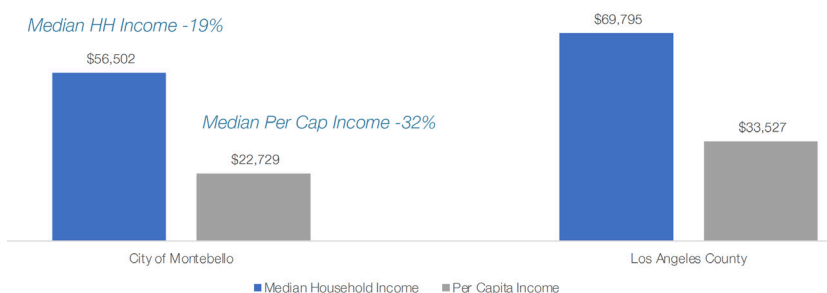


Figure 2.7. Household by Income, 2020. Source: ESRI Business Analyst.

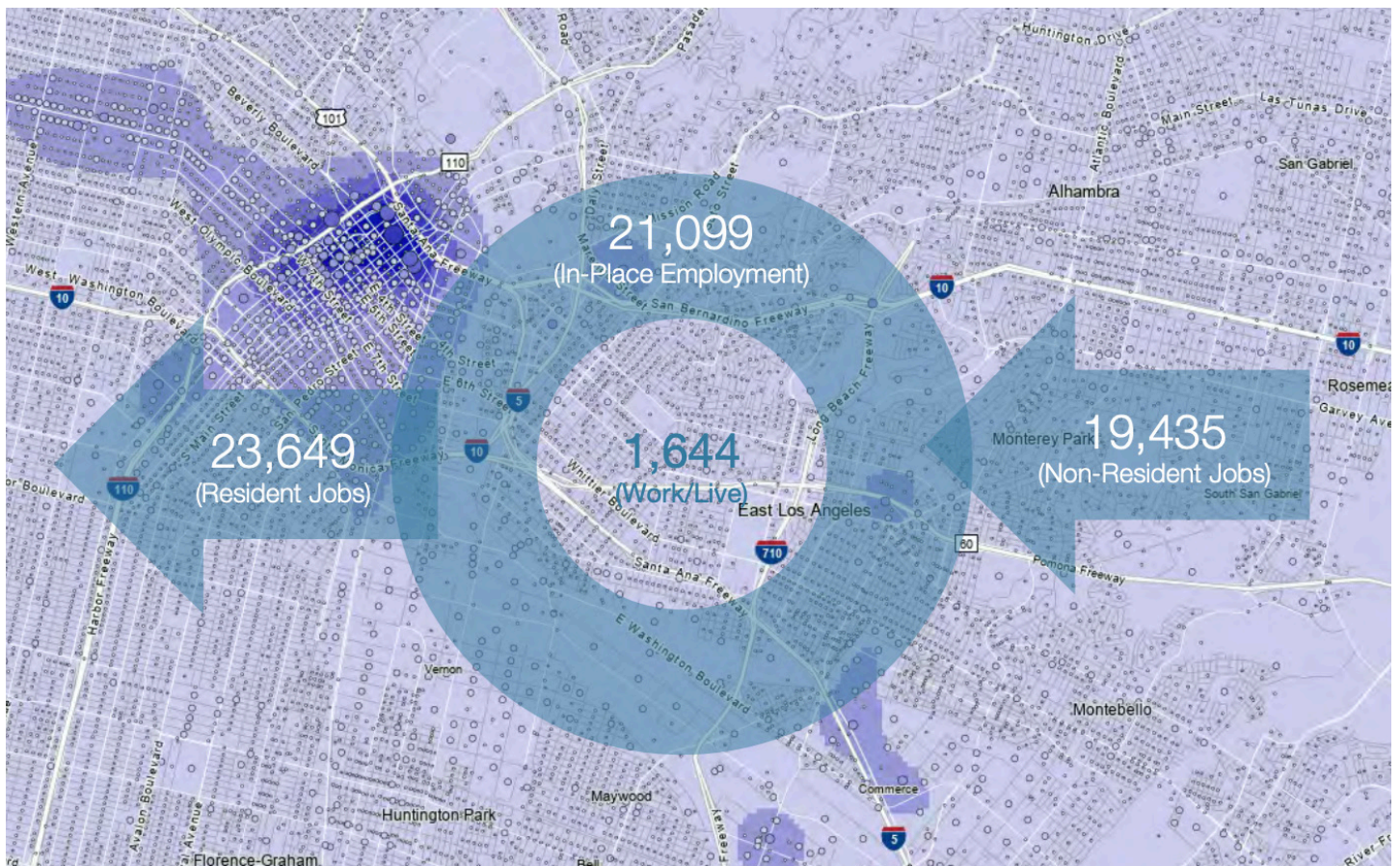


Figure 2.8. Commuter Flow. Only 6.6% of those who live in the City also work in the City. Source: US Census, LEHD.

C. Job-housing Ratio

Jobs-housing ratios express quantitative relation between where people work and where they live. A regional balance of jobs to housing helps to ensure that the demand for housing is reasonably related to supply. When the number of jobs significantly exceeds the housing supply, the rental and for-sale housing markets can become competitive, requiring households to pay a larger percentage of their income for housing. In addition, a tight housing market can result in overcrowding and longer commute times as workers seek more affordable housing in outlying areas.

In 2019, Montebello had 19,919 housing units (see Table 2.10) and a civilian workforce of 27,200 persons (see Table 2.7). Montebello's current job-housing ratio is therefore 1.3 (one housing unit per 1.3 jobs). The current jobs-housing objective within the SCAG region is one new housing unit for every 1.5 jobs.

A housing unit is not truly affordable if located in an automobile-dependent area with high transportation cost burdens. Accessible multimodal areas minimize transportation costs thereby allowing more money for housing and other needs. The length of commute trips, rising fuel costs, and global climate have brought focus to jobs-housing balance to reduce vehicle miles travelled and work trips. Currently, only 6.6% of residents also work in Montebello. Montebello has an opportunity to encourage more people to live and work in the city. Recent housing developments in Montebello are pursuing a mix of uses that are located and arranged to be walkable or bikable and/or served by transit, and include amenities that draw people onto sidewalks and paths rather than into their individual vehicles.



D. Impact of Pandemic

The Coronavirus (COVID-19) pandemic and economic crisis have devastated Montebello's affordable housing residents and providers, threatening the long-term viability of these essential organizations and the housing and economic stability of low-income, vulnerable residents. While the lingering impacts of this disaster are still evolving, housing providers have noted threats to long term viability from operational challenges, such as increased expenses, reduced rental income, development approval process, and construction related delays.

Throughout the pandemic, residents of affordable housing in Montebello, like many people across the county, have struggled to pay for necessities like rent, food and healthcare. Many residents have lost work and fear becoming homeless. Anxiety, depression and loneliness are increasingly common. Many residents haven't been able to access unemployment benefits, rent relief, and other forms of public assistance.

A number of City, County, and State programs were available to Montebello residents and business during COVID-19. Some of these actions include:

- Montebello City Council declared local emergency as a precautionary measure to formalize coordination with public health agencies, smooth the way for quicker acquisition of supplies, and ease access to State and Federal funds should the need arise in response to COVID-19.
- City of Montebello joined the California's Great Plates meal delivery program to support Montebello's seniors and local food service businesses during the COVID-19 public health crisis. The Great Plates program is a partnership between FEMA, the State of California and the City of Montebello. The City identified local restaurants that could provide seniors with up to three nutritious meals per day.
- The Montebello Police Department suspended until further notice the enforcement of street cleaning parking regulations in light of citizens need to stay home or work remotely.
- The Montebello COVID-19 Emergency Housing Assistance Program provided temporary support grants to income-eligible Montebello households economically impacted during the pandemic through job loss, furlough or reduction in hours or pay. Grants are rental/mortgage payments made by the City on behalf of income-eligible households to maintain housing and/or reduce payment delinquency in areas due to economic hardship. A maximum total grant of \$2,400 was available per household for a time period not to exceed three-months.
- The Los Angeles County Temporary Eviction Moratorium, effective March 4, 2020, through September 30, 2021, unless repealed or extended by the Los Angeles County Board of Supervisors, placed a Countywide ban on evictions for residential and commercial tenants, including mobile-home space renters. Under the County's Moratorium, tenants can not be evicted for Coronavirus related nonpayment of rent, as well as no-fault reasons, nuisance, denying entry to a landlord, or unauthorized occupants or pets – if related to Coronavirus.
- The City addressed the needs of persons affected by the COVID-19 Pandemic by providing CDBG-COVID-19 funds to Heart of Compassion, the YMCA, Mexican American Opportunity Foundation (MAOF), and Montebello Community Assistance Program (MCAP) to provide much needed emergency services to Montebello residents.

3. Housing

A Household Characteristics

1. Household Composition and Size

The household type, income levels, the presence of special needs populations, and other household characteristics are important indicators of the amount, type, and size of housing needed. A household is defined by the U.S. Census as “all persons who occupy a housing unit, which may include single persons living alone, families related through marriage or blood, and unrelated individuals living together.” Persons living in retirement or convalescent homes, dormitories, or other group living situations are not considered households. Family households are defined by the Census as two or more persons sharing a dwelling unit who are related.

Table 2.10 provides a comparison of households by type for the City and Los Angeles County as a whole, as reported in the 2019 ACS 5-Year Estimates. Household characteristics in Montebello were very similar to those for the entire county. Married-couple with family comprised almost half of all households while 18.3% of all households consisted of a single person living alone in Montebello compared to 25.7% in Los Angeles County as a whole. The percentage of households with at least one resident over 65, at least one resident under 18 years, average household size, and family size are slightly higher in Montebello than in the County overall.

	Montebello		LA County	
Total Household	18,888		3,316,795	
Married-couple family	8,739	46.3%	1,495,658	45.1%
— with own children of the householder under 18 years	3,498	18.5%	639,936	19.3%
Cohabiting couple household	1,266	6.7%	225,057	6.8%
— with own children of the householder under 18 years	661	3.5%	86,802	2.6%
Male householder, no spouse/partner present	3,165	16.8%	640,636	19.3%
— with own children of the householder under 18 years	437	2.3%	40,974	1.2%
—Householder living alone	1,364	7.2%	391,454	11.8%
—65 years and over	475	2.5%	97,099	2.9%
Female householder, no spouse/partner present	5,718	30.3%	955,444	28.8%
— with own children of the householder under 18 years	1,251	6.6%	170,488	5.1%
—Householder living alone	2,105	11.1%	459,850	13.9%
—65 years and over	1,285	6.8%	195,688	5.9%
Households with one or more people under 18 years	7,228	38.3%	1,094,289	33%
Households with one or more people 65 years and over	6,337	33.6%	930,438	28.1%
Average household size	3.3		2.99	
Average family size	3.71		3.66	

Table 2.10. Household Composition. Source: 2019 ACS 5-Year Estimate Data Profiles

2. Housing Tenure and Vacancy

Housing tenure describes the two legal status under which people have the right to occupy their accommodation: homeownership (both owned outright and mortgaged) and renting (which includes public and privately rented housing).

Montebello needs an adequate supply of rental and owner occupancy units to accommodate a range of households with varying income, family size, composition, and lifestyle. Table 2.11 shows more rental housing units than owner occupied units in Montebello and Los Angeles County. The total vacancy rate was 5.2% for the City, lower than 6.4% for the County.

	Montebello		LA County	
Total Housing Units	19,919		3,542,800	
Occupied housing units	18,888	94.8%	3,316,795	93.6%
— Owner occupied housing units	8,160	43.2%	1,519,516	45.8%
— Average household size of owner-occupied units	3.25		3.17	
— Renter occupied housing units	10,728	56.8%	1,797,279	54.2%
— Average household size of renter-occupied units	3.33		2.83	
Vacant Housing Units	1,031	5.2%	226,005	6.4%
— Homeowner vacancy rate		0.5%		1%
— Rental vacancy rate		3.6%		3.4%

Table 2.11. Household Tenure. Source: 2019 ACS 5-Year Estimate Data Profiles

3. Overcrowding

Overcrowding is a result of too many people in a unit for the number of rooms it contains. It has nothing to do with the number of units on the lot. Overcrowding in housing occurs when there is a greater number of people living in a household than rooms available. People are usually forced into this due to a combination of poverty and high living costs. Overcrowding increases health and safety concerns and stresses the condition of the housing stock and infrastructure.

The U.S. Census considers a household to be overcrowded when there is more than one person per room, including living and dining rooms but excluding

bathrooms and kitchen. Units with more than 1.5 persons per room are considered severely overcrowded. Table 2.12 summarizes overcrowding for Montebello compared to Los Angeles County.

Overcrowding is higher in rental properties than ownership properties and is at a slightly higher rate compared to LA County. Overcrowding can be addressed by building more affordable units in Montebello so a greater number of people have their own place, and they would not need to live together.

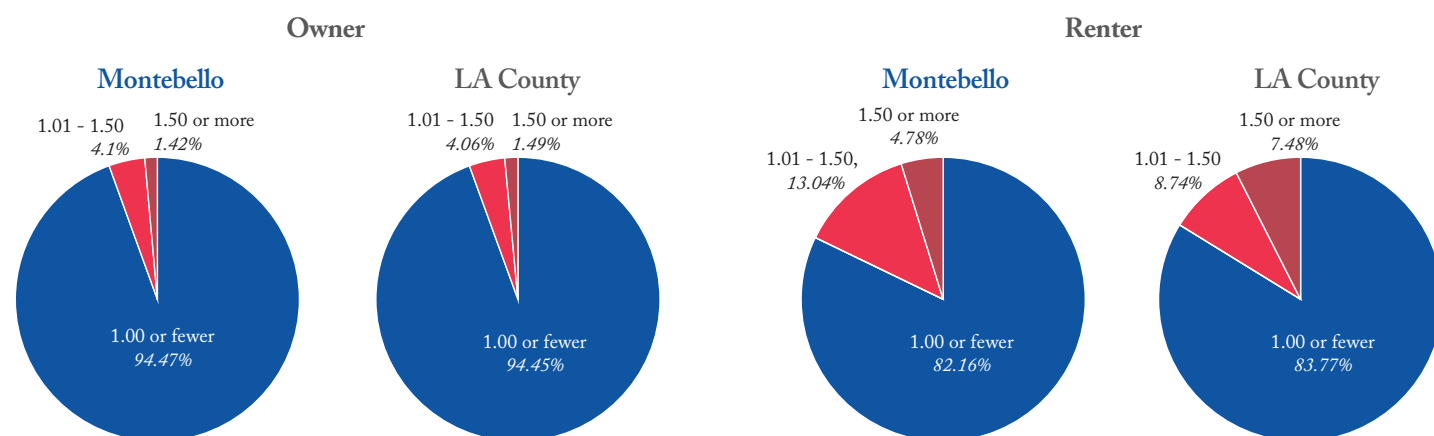


Figure 2.9. Comparative Overcrowding by Tenure.

Housing Type	Montebello				Los Angeles County			
	Owner		Renter		Owner		Renter	
Persons per room	Households	Percent	Households	Percent	Households	Percent	Households	Percent
1.00 or fewer	7,709	94.47%	8,814	82.16%	1,435,225	94.45%	1,505,658	83.77%
1.01 to 1.50	335	4.1%	1,401	13.06%	61,697	4.06%	157,166	8.74%
1.51 or more	116	1.42%	513	4.78%	22,594	1.49%	134,455	7.48%
Total	8,160		10,728		1,519,516		1,797,279	
% Overcrowded by tenure	5.53%		17.84%		5.55%		16.23%	
% Severely overcrowded by tenure	1.42%		4.78%		1.49%		7.48%	

Table 2.12. Tenure by Occupants. Source: 2019 ACS 5-Year Estimate Data Profiles

4. Overpayment



A household is said to be cost-burdened when it pays more than 30% of its income toward housing expenses. As a more extreme measure, a household is said to be severely cost-burdened when it pays at least 50% of its income toward housing expenses.

Although homeowners and renters can both be cost-burdened, the impact is

very different. Homeowners build equity with their monthly housing payments, the burden of excessive costs may be less worrisome for them. Their excessive payments are often viewed as a form of investment or savings. Renters are not building equity, and are getting no returns for their excessive payments.

Cost burden may vary by household size. Families with children likely have more after-housing expenses than single-person households, who can afford to spend more of their income on rent.

Additionally, both low- and high-income households are considered cost-burdened if they pay above the 30% threshold. However, even after paying their housing expenses, high-income households will

still have sufficient money available to take care of their basic living expenses.

Therefore, a higher focus is necessary on low-income renters paying a disproportionate share of their income for housing expenses.

While the high cost of housing impacts all income levels, the impacts are more widespread for extremely low income (ELI) residents. Approximately 4,085 ELI households resided in Montebello (Table 2.13). Approximately 81% of ELI renter-households had housing cost burden, while about 69% of ELI owners were cost burdened. To ease the demand that drives purchase and rental prices up, Montebello is pursuing construction of mixed-income and diverse housing options.

Income	Owners		Renters		Total Households	
	Households	%	Households	%	Households	%
Extremely low-income ($\leq 30\%$ of HAMFI)	1,105		2,980		4,085	
— Households overpaying	765	69%	2,410	81%	3,175	78%
Very low-income 30% to 50% MFI	1,125		2,925		4,050	
— Households overpaying	565	50%	2,575	88%	3,140	78%
Low-income 50% to 80% MFI	1,740		2,310		4,050	
— Households overpaying	795	46%	1,155	50%	1,950	48%
All lower-income households	3,970		8,215		12,185	
— Households overpaying	2,125	54%	6,140	75%	8,265	68%
Moderate-income ($>80\%$ to $\leq 100\%$ HAMFI)	1,105		1,240		2,345	
— Households overpaying	430	39%	150	12%	580	25%
Moderate-income ($>100\%$ HAMFI)	3,725		1,590		5,315	
— Households overpaying	350	9%	4	0.2%	354	7%
All Households	8,800		11,045		19,845	
— Households overpaying	2,905	33%	6,294	57%	9,199	46%

HAMFI: Housing and Urban Development Area Median Family Income

Table 2.13. Montebello Households Overpaying by Income. Source: U.S. Department of Housing and Urban Development, CHAS 2013–2017

B. Housing Stock Characteristics

This section evaluate existing characteristics of Montebello's housing stock and identifies and prioritizes needs in specific housing types. The factors evaluated include the number and type of housing units, recent growth trends, housing age and condition, housing costs, and assisted affordable units at-risk of loss due to expiration of affordability covenants.

Structure Type	Montebello		Los Angeles County	
	Units	Percent	Units	Percent
Single-family, detached	9,783	49.1%	1,722,121	48.6%
Single-family, attached	1,441	7.2%	223,134	6.3%
Multi-family: 2 units	733	3.7%	94,619	2.7%
Multi-family: 3 or 4 units	2,119	10.6%	206,112	5.8%
Multi-family: 5 to 9 units	1,333	6.7%	278,393	7.9%
Multi-family: 10 to 19 units	1,103	5.5%	272,884	7.7%
Multi-family: 20 or more units	3,104	15.6%	685,810	19.4%
Mobile home	290	1.5%	57,197	1.6%
Boat, RV, van, etc.	13	0.1%	2,530	0.1%
Total	19,919		3,542,800	

Table 2.14. *Housing Type, Units in Structure. Source: 2019 ACS 5-Year Estimate Data Profiles.*

1. Housing Type and Growth Trends

Almost half the current housing stock in both the City and County is represented by single-family detached home. While the majority of existing housing is composed of single-family, the City is build out, and most new development will likely be infill multi-family residential. The infill multi-family development is consistent with the trend in Los Angeles County toward more compact development based on smart growth principles encouraged by State law and embodied in regional plans and programs.

2. Housing Age and Conditions

Housing age is often an important indicator of housing condition. Housing units built prior to 1978 may contain lead-based paint in deteriorated condition. Lead-based paint becomes hazardous to children under age six and to pregnant women when it peels off walls or is pulverized by windows and doors opening and closing.

Table 2.15 shows that about 64.7% of all housing units in Montebello were constructed prior to 1970, compared to about 60.5% of those in the County as a whole.

Addressing substandard conditions in the housing stock is the task of the City's Code Enforcement Division (CED), which enforces compliance with current building and safety standards, and state and local laws intended to alleviate public nuisances. The CED seeks to maintain a high quality of life for residents and visitors by addressing health and safety hazards, visual blight and other deficiencies in the current housing stock. Most code enforcement activities are either complaint-driven or the result of observations of City staff. An inventory of the number of units in need of rehabilitation and replacement is not available.

Year Built	Montebello		Los Angeles County	
	Units	Percent	Units	Percent
Built 2014 or later	60	0.3%	41,445	1.2%
Built 2010 to 2013	163	0.8%	42,088	1.2%
Built 2000 to 2009	466	2.3%	191,328	5.4%
Built 1990 to 1999	743	3.7%	223,835	6.3%
Built 1980 to 1989	1,737	8.7%	409,249	11.6%
Built 1970 to 1979	3,863	19.4%	489,762	13.8%
Built 1960 to 1969	4,236	21.3%	526,092	14.8%
Built 1950 to 1959	4,585	23%	726,702	20.5%
Built 1940 to 1949	2,873	14.4%	367,449	10.4%
Built 1939 or earlier	1,193	6%	524,850	14.8%
Total	19,919		3,542,800	

Table 2.15. *Age of Housing Stock. Source: 2019 ACS 5-Year Estimate Data Profiles*

3. Housing Cost

Given the age of the housing stock, the average renter-occupied housing units as well as the typical home value for owner-occupied units are below the County average. For renter-occupied units, the range of pricing by unit type range from 62% to 76% of the County average (70% for all units). The typical home value is more closely aligned with the County averages (86% for all units).

Rental Housing: Table 2.16 provides a survey of rental costs in Montebello in first quarter of 2021. Overall, average rental prices ranged from \$1,205 for a one-bedroom unit to \$1,825 for a four-bedroom unit.

	Montebello	LA County	Index
1 bedroom	\$1,105	\$1,450	76
2 bedroom	\$1,205	\$1,775	68
3 bedroom	\$1,445	\$2,050	70
4 bedroom	\$1,825	\$2,950	62
All	\$1,370	\$1,950	70

Table 2.16. *Montebello Rents (Q1 2021). Source: CoStar*

For-Sale Housing: Average prices of homes sold (12 month average) by number of bedrooms are provided in Table 2.17. The average price of a two-bedroom home was \$498,000, three-bedroom was \$602,000, and \$727,000 for four bedrooms.

	Montebello	LA County	Index
1 bedroom	\$403,300	\$503,000	80
2 bedroom	\$498,000	\$608,000	82
3 bedroom	\$602,000	\$682,000	88
4 bedroom	\$727,000	\$807,000	90
All	\$611,000	\$709,000	86

Table 2.17. *Montebello Typical Home Value (12 month average). Source: Zillow*

According to SCAG, median home sales price increased by 58.3% between 2010 and 2018. In 2018, the median home sales price in the City was \$505,000, \$92,500 lower than that in the county overall.

C. Population with Special Housing Needs

Persons with special needs, including those with physical disabilities, mental illness, homeless families, and the elderly may experience a higher prevalence of overpayment, overcrowding, or other housing problems. State Housing Element law defines “special needs” groups to include persons with disabilities (including developmental disabilities), the elderly, large households, female-headed households with children, homeless people, and farm workers.

Many households within these special needs groups also fall within the extremely-low-income category. This section contains a discussion of the housing needs facing these groups as well as City policies and programs that can help to address their needs.

1. Senior Households

For the purpose of this special needs analysis, individuals 65 years of age or more are considered “seniors.” This is different than “elderly” as defined in the Comprehensive Housing Affordability Strategy data (62 years of age or more). Households headed by seniors have special needs due to low, lower incomes, physical or mental disabilities, and other dependency needs. Seniors are often retired and rely on fixed or low incomes. They are also more prone to injuries and illnesses that increase their health care costs, thus reducing the income that would otherwise be available for housing. Their housing choices are also more specific because seniors often wish to be close to public transportation and other services.

	2010		2019	
	Own	Rent	Own	Rent
Senior Households	3,110	1,326	3,212	1,828
Total Senior Households	4,436		5,040	

Table 2.18. Senior Population. Source: 2010 Census and 2019 ACS 5-Year Estimate Data Profiles

According to the 2019 ACS, the number of households containing an individual 65 years of age or older was 5,040 households (26.5%). The number of owner-occupied, elderly-headed households increased between 1990 and 2000 by 3.2%, while the number of renters increased by 37.8%.

2. Disabled Households

Persons with disabilities are defined by the Americans with Disabilities Act (ADA) as those having physical or mental impairments that substantially limit one or more major life activities. Disabled persons often have a difficult time obtaining adequate housing because they earn lower incomes, pay higher health costs, depend on supportive services, or require special accessibility such as elevators and ramps that are not available in conventional designs.

The Census considers the following six disability categories that limit one or more major life activity:

- Sensory disability that includes blindness, deafness, or severe vision or hearing impairment.
- Physical disability refers to a condition that substantially limits one or more basic physical activities such as walking, climbing stairs, reaching, lifting, or carrying;
- Mental disability refers to impaired ability to learn, remember, or concentrate;
- Self-care disability refers to an impaired ability to dress, bathe, or get around inside the home;
- Go-outside-home refers to those individuals that are physically unable to go outside the home alone to shop or visit a doctor’s office; and,
- Employment disability includes those individuals that are unable work.

	With a Disability	% with Disability
Disability Type by Age		
With a hearing difficulty	2,243	3.6%
Population under 18 years	0	0
Population 18 to 64 years	813	2.1%
Population 65 years and over	1,430	15.7%
With a vision difficulty	1,782	2.9%
Population under 18 years	123	0.9%
Population 18 to 64 years	915	2.3%
Population 65 years and over	744	8.2%
With a cognitive difficulty	2,935	5%
With an ambulatory difficulty	4,427	7.5%
With a self-care difficulty	2,136	3.6%
With an independent living difficulty	3,217	6.6%
Population 18 to 64 years	1,289	3.3%
Population 65 years and over	1,928	21.2%

Table: 2.19. Disability characteristics. Source: 2019 ACS 5-Year Estimate Data Profiles

According to the State Department of Development Services (DDS), there are 725 persons residing in Montebello that have a developmental disability. A developmental disability is defined as defined as “a disability that originates before an individual attains age 18 years, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual.” The disabilities may include an intellectual disability, cerebral palsy, epilepsy, and autism and other developmental disabilities (Welfare and Institutions Code Section 4512). The DDS administers programs for developmental disabilities via regional centers. The Eastern Los Angeles Regions Center serves the City of Montebello. The City requires that all new residential developments comply with California Building Standards (Title 24 of the California Code of Regulations) and Federal

requirements for accessibility. Other City efforts designed to promote reasonable accommodation include the following:

- **Procedures for Ensuring Reasonable Accommodations.** The City does not have any Zoning Ordinance provisions that are specific to housing for disabled persons. Minor building improvements, such as ramps, rails, and wheelchair lifts, may be handled through an administrative review process to evaluate such development requirements applicable to housing for persons with disabilities.
- **Efforts to Remove Regulatory Constraints for Persons with Disabilities.** The State has removed any City discretion for review of small group homes for persons with disabilities (six or fewer residents). The City of Montebello does not impose additional zoning, building code, or permitting procedures other than those allowed by State law. There are no constraints on housing for persons with disabilities caused or controlled by the City.
- **Retrofitting Requirements.** The City also allows residential retrofitting to increase the suitability of homes for persons with disabilities in compliance with accessibility requirements. In addition, the City works with applicants who need special accommodations in their homes to ensure that application of building code requirements does not create a constraint.
- **Information Regarding Accommodation for Zoning, Permit Processing, and Building Codes.** The City implements and enforces the current California Building Code (2019). The City provides information to all interested parties regarding accommodations in zoning, permit processes, and application of building codes for housing for persons with disabilities.

This Housing Element also includes a program that includes the provision of a new Reasonable Accommodation Program. Under this program, the City will adopt a Reasonable Accommodation Ordinance to provide exception in zoning and land-use regulations for housing and/or improvements for persons with disabilities. Currently, the City’s Zoning Ordinance contains no such provisions. The procedures related to the program’s implementation will be ministerial in nature with minimal or no processing fee. Improvements may be approved by the Community Development Director subject to the following findings:

- The request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws;
- The requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws;
- The requested accommodation would not impose an undue financial or administrative burden on the City; and
- The requested accommodation would not require a fundamental alteration in the nature of the City’s General Plan and Zoning Ordinance.

3. Farm Worker Housing

The United States Department of Agriculture, National Agriculture Statistics provides data on hired farm labor both at State and County level. In 2017, Los Angeles County had a total of 413 farms that employed 3,266 workers. Permanent workers are those who have worked 150 days or more in a year, while seasonal workers are those who have worked less than 150 days. In 2017, L.A. County reported 1,749 permanent workers and 1,517 seasonal workers. There were 395 migrant workers and 822 unpaid workers reported in 2017.

The 2019 ACS 5-Year Estimates reports that the median earnings for those employed in the agriculture, forestry, fishing, hunting, and mining industry in Montebello is \$21,369. This falls below 50% of the median income for Los Angeles County and is considered a very-low income (31%).

	2010	2019	%change
Montebello	123	130	6%
LA County	20,535	23,070	12%

Table: 2.20. Farm Workers. Source: Census 2010 and ACS 2019.

According to the Census, those working in agricultural, fishery, forestry, and hunting industry increased by 6% between 2010 and 2019 in Montebello (refer to Table 2.20). According to the ACS Census data, 130 persons residing in the City if 2019 worked in “agricultural-related” occupations. These occupations do not include active farming given that no agricultural lanes are located within the City. The occupations are related to nurseries where landscaping materials are cultivated. Given the low number of persons employed in agricultural-related industries, the City can address the needs of the farm worker population through its overall affordable housing programs. Also, because Montebello is an urban community in a metropolitan area and those persons identified as having agricultural jobs are most likely employed at plant nurseries and similar enterprises and thus are not anticipated to have the seasonal housing needs associated with crop-related farm worker jobs.

The City of Montebello Zoning Code includes a single Residential-Agricultural (R-A) zone district. The purpose of the R-A zone is to provide for single-family residential development and the proper use of those lands best suited for agricultural purposes. According to the City’s Zoning Code, the R-A zone may also be used as a transitional classification for open or agricultural land, pending classification for a more permanent use. In addition to a single-family residence, non-commercial horticulture and agriculture crops are also permitted on the same lot.

4. Homeless and Emergency Shelter



The homelessness crisis largely began during World War II, when housing development could not keep up with the region's population growth. Redlining and exclusionary zoning practices excluded many people of color from the postwar housing boom, setting the stage for racial disparities that continue today. The issue of homelessness emerged as a major issue in the 1990's during the severe economic recession that Southern California was undergoing at that time. Homelessness was further exacerbated by the closing of mental institutions and the recent housing dislocation associated with the great recession that began in 2008. While the Southern California economy is improving, housing costs are once again rising in response to the growing demand. As a result, homelessness within the larger Southern California region continues to be a problem, and now the health and economic fallout from the pandemic has left many more low-income residents on the brink of housing insecurity.

The U.S. Department of Housing and Urban Development defines homeless persons as those in the following situations:

- Persons residing in spaces not meant for human habitation such as boxes, cars, abandoned buildings, and sidewalks;
- Persons residing in transitional housing or emergency shelters; and,
- Persons being evicted or leaving an institution and lacks the funding and support network to obtain housing.

There are two categories of need that should be considered in discussing the homeless:

- Transient housing providing shelter, and usually on a nightly basis; and
- Short-term housing, usually including a more comprehensive array of social services to enable families to re-integrate themselves into a stable housing environment.

	2019	2020
Total:	158	170
Unsheltered	158	170
Sheltered	0	0
Persons living in:		
Street	48	60
Makeshift shelters		
Cars	15	18
Vans	49	20
RVs, campers	41	24
Tents	n/a	1

Table 2.21. PIT Count (City of Montebello). Source: Street counts conducted by the Los Angeles Homeless Services Authority (LAHSA).

The City collaborates with several nonprofit and other agencies that provide shelter and supportive services for the purpose of serving homeless persons and preventing homelessness. The Los Angeles metropolitan area is served by LAHSA SPA 7, which comprises the eastside of the County of Los Angeles, and includes Montebello. The data provided in the table below is from the Greater Los Angeles Count Point-In-Time (PIT) counts.

The number of homeless in Montebello has fluctuated in the last six years. It was as low as 52 in 2016, then jumped to 359 in 2017, decreasing to 158 in 2019 and increasing slightly to 170 in 2020.

The City of Montebello addresses the homeless need as a participant of the Los Angeles Continuum of Care and by having an active contract with the East San Gabriel Valley Coalition for the Homeless (which provides a variety of services to homeless and at risk for homelessness, including transitional shelter, motel vouchers, food, and counseling). The City worked to provide shelter and homeless assistance services and through the continued coordination of housing programs with county and local public service agencies, including the Los Angeles County Department of Public Social Services, the Housing Rights Center, Montebello Community Assistance Program MCAP and other nonprofit and public service agencies. During the 2020 – 2021 Program year, the City served 457 persons thus far. The MCAP is a Fire Department program aimed at providing services to the homeless population within the City of Montebello. MCAP connects clients with the following services in the community:

- Food/Showers Assistance Substance Use Disorder Assistance;
- Medical Assistance;
- Mental Health Assistance;
- Dental Assistance; and
- Housing/Social Service Assistance.

The City refers homeless individuals to the Rio Hondo Temporary Home (RHTH) and the Women's and Children's Crisis Shelter. These two places offer services to the homeless as shown in Table 2.22.

Shelters/Services	Rio Hondo Temporary Home	Women's and Children's Crisis Shelter
Sleeping Capacity	92	31
Rental Assistance	No	No
Clients	Homeless families with children; all single parents, adult couples (18 or older), children from infancy to 18.	Victims of domestic violence (battered women and abused children)
Social Service Programs	Counseling and case management (mental health and pediatric occupational therapy), on-site childcare center and medical clinic, three meals seven days a week, and Federal Emergency Soup Program.	Counseling and advocacy Programs.
Day services	Life skills program (hygiene, sanitation, money management).	Advocacy, legal work, medical assistance, life skills
Food Voucher	No	No
Serve Special populations	No	Yes
Handle rehab clients	No	No
Mailing Address	12300 4th Street Bldg. 213 Norwalk, CA 90650	10007 Cole Rd. Whittier, CA 90603

Table 2.22. Homeless Agency Services. Source: Rio Hondo Temporary Home and Women's and Children's Crisis Shelter.

5. Female-Headed Household

Female-headed households represent about 16% of owner households and 25% of renter households (Table 2.23). Households headed by either a single male or single female without a spouse present are likely to have lower incomes and more difficulty finding affordable housing.

	Owners		Renters	
	Households	%	Households	%
Married couple family	4551	56%	4,188	39%
Male householder, no wife present	642	8%	1,340	13%
Female householder, no husband present	1280	16%	2,685	25%
Non-family households	1687	21%	2,515	23%
Total households	8160		10,728	

Table 2.23. Household Type by Tenure. Source: 2019 ACS 5-year estimates.

	CalWorks	General Relief	Cash Assistance Program for Immigrants	Medi-Cal	CalFresh	In Home Supportive Services	Unduplicated
Cases	464	151	46	11,528	4,290	1,976	15,211
Persons	1,152	152	46	21,393	7,695	1,976	24,310
Average Benefit Amount per Case	\$763.43	\$215.83	\$814.49	n/a	\$417.8	n/a	

Table 2.25. Public Assistance Programs. Source: Los Angeles County Department of Public Social Services, May 2021.

6. Poverty

People living in poverty have difficulty finding housing due to constrained incomes. According to the Census, poverty status of families or individuals is determined by comparing family size and composition to a money income (before tax) threshold. This income threshold is updated annually to reflect changes in the consumer price index, but does not vary geographically. The income threshold varies by family size and age of its members, and includes the income level people and families need to live. The poverty rate data, summarized in Table 2.24, shows the percentage of residents and families living in poverty in each category. In 2019, approximately 13.9% of Montebello residents lived in poverty, and of these 22.6% are less than 18 years old. The groups with the highest percentage living in poverty were female-headed households with children under 18 years old at 31.1%, followed by female-headed households at 20.8%.

Variable	% of Total Households
Population in Poverty	13.9%
— Under 18	22.6%
— 18 to 64 years	11.2%
— 65 years and over	12.4%
Married Couples in Poverty	7.7%
— With Children under 18	13.2%
Female Households w/ no Spouse Present in Poverty	20.8%
— With Children under 18	31.1%

Table 2.24. Poverty Status in Past 12 Months. Source: ACS 2019.

The number of persons receiving public assistance is another indicator of poverty rate. CalWORKs is a State program that provides temporary financial assistance and employment to qualified low-income families with children less than 18 years of age. The Food Stamp Program gives vouchers to low-income families for buying food. The Medical Assistance only program provides medical care to low-income families with children, expecting mothers, elderly over 65 years of age, the blind, and the disabled.

Table 2.25 indicates the numerous public assistance programs available to Montebello residents. Female adults comprise the majority of general relief recipients. The majority of persons receiving public assistance in Montebello consist of children and female adults.

Montebello has three licensed care facilities to assist residents with special needs such as the elderly or children in foster care. These facilities include two elderly care facilities and one children's facility that provide a total of 170 beds.

7. Large Households

Household size is an indicator of need for large units. Large households are defined as those with five or more members. Census data showed that about 11% of owner households and about 10% of renter households in Montebello had 5+ members (Table 2.26). This distribution indicates that the need for large units with three or more bedrooms is relatively low compared to the need for smaller units.

	Owners		Renters	
	Households	%	Households	%
1 person	1448	18%	2,021	19%
2 persons	2463	30%	2,640	25%
3 persons	1529	19%	2,083	19%
4 persons	1283	16%	2,081	19%
5 persons	897	11%	1,021	10%
6 persons	312	4%	549	5%
7 or more persons	228	3%	333	3%
Total Households	8160		10,728	
Average household size	3.25		3.33	

Table 2.26. Source: Household size by tenure. Source: 2019 ACS.

B. ASSISTED HOUSING AT RISK OF CONVERSION

As of 2021, Montebello has six multi-family affordable rental housing developments providing approximately 637 affordable units to lower-income households (the multiple-family developments are indicated in Table 2.27). Many affordable rental housing developments financed with public funds have converted to market-rate housing once the public funding has been

repaid or the period of rent and occupancy restriction has expired. Throughout California, affordable housing units have been lost statewide to market-rate conversions, putting many lower-income households at risk of displacement. At-risk housing refers to property that may convert to market rate within this current housing cycle due to expiration of subsidy

or termination of Section 8 or other housing subsidy contracts. As indicated in Table 2.27, three assisted projects (Beverly Towers, Casa La Merced, and Montebello Downtown Plaza) are at risk of converting to market rate during the planning period ending in 2029.



Property (Overall) Expiration Date	Type	Total Units	Assisted Units/ Income Level	Unit Size	Funding Source(s)
Beverly Towers 1315 W. Beverly Blvd. (2013-2023 period)	Elderly	189 units	189 units	133 Studio 561-bedroom	Federal Section 8
Casa La Merced 140 N. Montebello Blvd. (2027)	Elderly- Handicapped	130 Units	129 units	43 Studio 86 1-bedroom	Federal 202/811 Direct Loan/ Elderly- Handi- capped Federal Section 8
Greenwood Gardens 1405 S. Greenwood Ave. (2033)	Families	40 units	30 units	2 2-bedroom 28 3-bedroom	Federal Section 8
Via Campo Senior Villas 2201 Via Campo (2101)	Elderly	75 units	75 units/ Low moderate	71 1-bedroom 2 2-bedroom 2 2-bedroom plus den	County Section 8 vouch- er accepted, subsidized rent
Montebello SeniorVillas 2051 W. Whittier Blvd. (2098)	Elderly	160 units	32 CHFA units/ Very low income 128 low-income	150 1-bedroom 10 2-bedroom	CHFA, County Section 8 voucher accepted, subsidized rent
Montebello Downtown Plaza 815 W. Cleveland Ave (2024)	Independent Living for Seniors	54 units	54 units Low-income at or below 80% of MFI	1-bedroom unit	Enterprise Foundation, Federal Home Loan Bank Affordable Housing Program

Table 2.27. Publicly Assisted Housing Inventory.

1. Cost Analysis of At-Risk Housing Units

A. Preservation Costs

Most of the units at risk are either senior units or for persons with disabilities. Both groups tend to have smaller household size and fixed lower incomes. For a very low income two-person household in LA County, affordable rent is approximately \$1,000. The difference between what this household can afford and the median rent for a one-bedroom unit (\$1,450) is \$450 per month, resulting in an estimated \$5,400 in subsidy per unit per year and \$2.01 million per year for the 373 units for seniors and persons with disabilities.

B. New Construction/Replacement

The cost of constructing new housing units can vary greatly depending on factors such as location, density, unit sizes, construction materials, and on- and off-site improvements. The cost to construct a new unit in Montebello can easily exceed \$387,900. To replace the 373 at-risk units would require more than \$144 million.

C. Cost Comparison

In Montebello, the costs to maintain affordability by providing subsidized rents are lower than new construction as available land is limited and expensive. The City will actively seek out funding sources, including federal preservation dollars, to preserve these at-risk units.

D. Entities with Capacity to Acquire/Manage At-Risk Projects

Listed below are public and non-profit agencies that have been actively involved in housing activities in Montebello:

City of Montebello: The City receives funds from the federal Department of Housing and Urban Development (HUD) to provide Section 8 rental assistance to low income individuals and families so that they can afford to rent decent, safe, and sanitary housing.

Additionally, following nonprofit developers have expressed interest in Los Angeles County or partnered with the City in providing affordable housing:

- Abode Communities
- Amcal
- Bridge Housing
- Century Housing Corporation
- Cesar Chavez Foundation
- Clifford Beers Housing
- Habitat for Humanity
- Jamboree Housing
- LINC Housing
- Mercy Housing
- Menorah Housing
- Meta Housing Corporation
- Montebello Housing Development Corporation
- National Community Renaissance (National CORE)
- San Gabriel Valley Regional Housing Trust (SGVRHT)
- San Gabriel Valley Council of Governments (SGVCOG)

C. SUMMARY OF HOUSING NEEDS

Demographic Shift	The City's population is aging, particularly the northern half of the City. The market created from this demographic shift might require changes in the City's housing stock to provide opportunities for residents to age in place. Alternatively, changes in their housing preferences could create opportunities for younger families wanting to move into the city.
Low Growth Rate	SCAG projects continued low population growth of 3,900 people from additional 2,000 units for the City during the next 20-years, with a compound annual growth rate less than half of the County. Housing deliveries have historically not kept up with population increases since 1990, creating significant demand and pressure on housing prices. The City has had a very low average number of 23 building permits over the last 10-years. Only four percent of housing has been developed since 1990, with most development occurring prior to 1980. The owner-rental split is largely aligned with the County distribution.
Employment	Despite job growth in several sectors within Los Angeles County, Montebello has seen job losses of 1,200 net in-place jobs since 2008. Job growth in Montebello has been driven by Health Care & Social Assistance and Accommodation & Food Services. Household incomes for residents in the City are lower than the County, particularly for those households earning over \$100,000. Overall, the Median Household Income is approximately 20% lower than the County and due to higher household size the per cap income is one-third lower than the County. Only 6.6 percent of those who live in the City also work in the City. There is a need and opportunity to encourage more people that both live and work in the City.
Household Characteristics	The household characteristics in the City are comparable to other suburban communities and the growth, while slow, is in line with the previously noted population growth. About 64.7% of all housing units in Montebello were constructed prior to 1970. Residential structures over 30 years of age require minor repairs and modernization improvements, while units over 50 years of age are likely to require major rehabilitation such as roofing, plumbing, and electrical system repairs. Given the age of the housing stock, the average renter-occupied housing units as well as the typical home value for owner-occupied units are below the County average. Ethnic diversity may change the market orientation of some residential and non-residential land uses. The vacancy rate is very low in the City below industry standards for stabilized vacancy, which typically suggests new development is demanded. Overcrowding is higher in rental properties than ownership properties and is at a slightly higher rate compared to LA County. More affordable units in Montebello are needed so a greater number of people have their own place, and they would not need to live together. Approximately 81% of extremely low-income renter-households and about 69% of extremely low-income owners are cost burdened. To accommodate population with Special Housing Needs and to ease the demand that drives purchase and rental prices up, Montebello must continue to build more mixed-income units and increase the range of housing options. Three assisted projects: the Beverly Towers, Casa La Merced, and Montebello Downtown Plaza have expiring affordability contracts and are at risk of converting to market rate during the planning period ending in 2029. The City will have to monitor the status of the 372 affordable housing units that are at risk of converting to market-rate and if any become at risk, work with property owners to develop a strategy to maintain any at-risk as affordable.



3 Fair Housing Assessment

A. OVERVIEW

The established neighborhoods of Montebello today are largely the result of decades of structural racism deeply rooted in Federal, State, and local housing policies.

The Federal Housing Administration (FHA), which was established in 1934, furthered the segregation efforts by refusing to insure mortgages in and near African-American neighborhoods — a policy known as “redlining.” At the same time, the FHA was subsidizing builders who were mass-producing housing subdivisions for Whites — with the requirement that none of the homes be sold to African-Americans.

Local government also contributed to the patterns of segregation through the adoption of exclusionary zoning. Single-family zoning economically separates the wealthier Whites from other racial and ethnic groups. Since many people of color could not afford or were unable to receive mortgages for owning homes, they were effectively driven out of single-family zoned neighborhoods.

As a result, many segments of our population do not have access to safe and affordable housing. In some cases, housing units may not be located in areas in proximity to good jobs, easily accessible public transit, and other basic neighborhoods elements such as schools, parks, and open space.

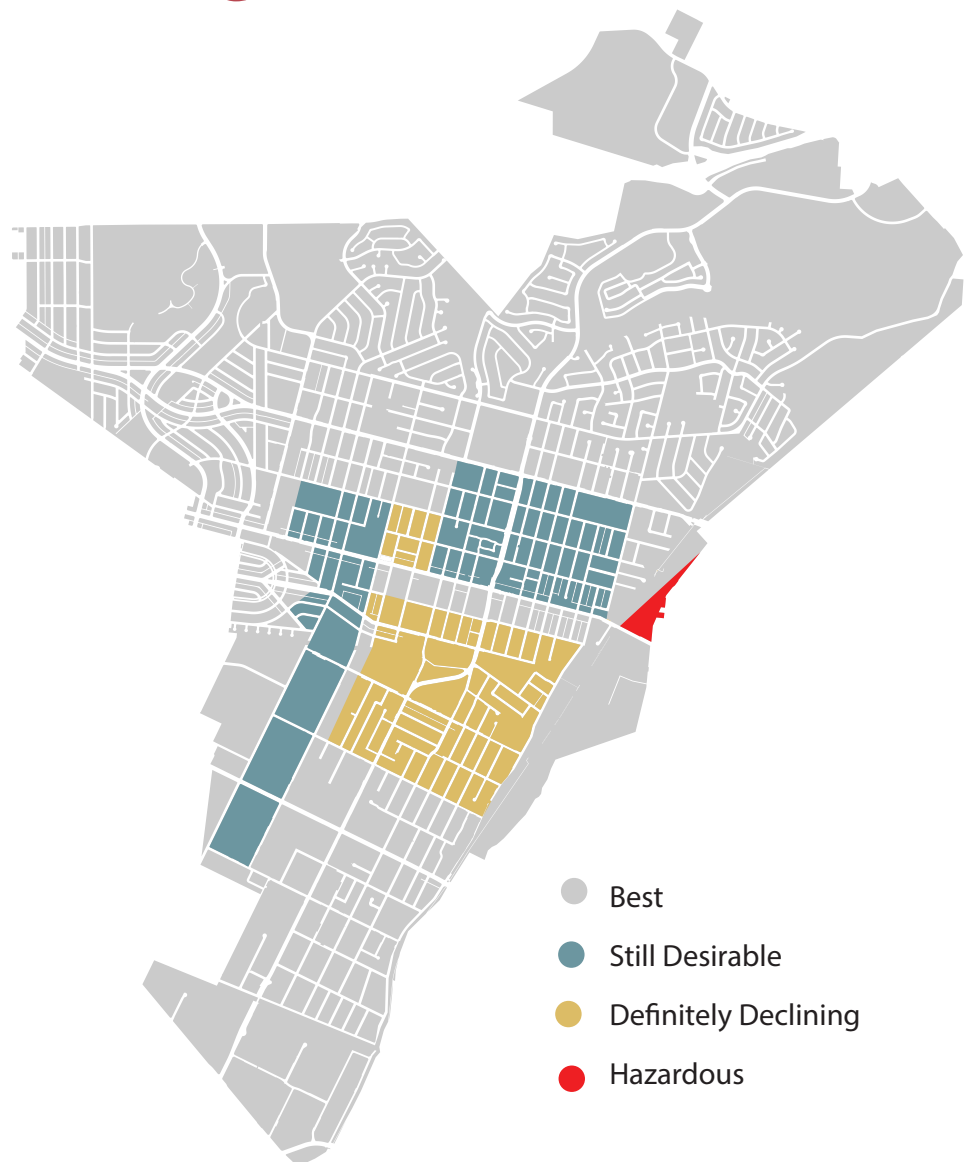


Figure 3.1: Redlined areas of Montebello

To address housing inequalities, in 2017, the State legislature passed AB 686 (2018) to require cities and counties to address discrimination and segregation by affirmatively use

programs, policies, and operations to promote inclusive places, increase housing choices, and address racial and economic disparities.

This Housing Element is intended to address current challenges directly related to inequities in housing that were previously overlooked. Previous practices resulted in missed opportunities to develop plans that ultimately lead to patterns of inaction that the City is looking to reverse through these actions. This process further demonstrates Montebello's commitment in maintaining a current Housing Element that is compliant with State law. The City is also leading by example and has initiated projects on public land for those amongst us without a home and with lower incomes.

— René Bobadilla
Montebello City Manager

AB 686: AB 686 defined “affirmatively further fair housing” to mean “taking meaningful actions, in addition to combat discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity” for persons of color, persons with disabilities, and other protected classes. AB 686 requires that all housing elements to include an Assessment of Fair Housing (AFH), which includes the following components:

- A summary of fair housing issues and assessment of the jurisdiction's fair housing enforcement and outreach capacity;
- An analysis of segregation patterns;
- An assessment of contributing factors; and
- An identification of fair housing goals and actions.

The City of Montebello is an entitlement jurisdiction and receives their HOME and CDBG funds directly from the State. As such, the City is required to prepare an Analysis of Impediments (AI) to Fair Housing Choice, which provides an overview of laws, regulations, conditions, and other possible obstacles that may affect an individual or household's access to housing in Montebello for a five-year period. Information from the AI, prepared in August 2020, has been incorporated into the Housing Element to ensure consistency between the two documents.

B. ASSESSMENT OF FAIR HOUSING ISSUES

1. Fair Housing Enforcement and Outreach

Fair housing enforcement and outreach capacity relates to the ability of a local jurisdiction and fair housing entities to disseminate information related to fair housing and provide outreach and education to assure community members are informed of fair housing laws and tenants' rights. In addition, enforcement and outreach capacity includes the ability to address compliance with fair housing laws, such as investigating complaints, obtaining remedies, and engaging in fair housing testing.

Patterns of complaints and enforcement are useful to assess the nature and level of potentially unfair or discriminatory housing practices in the private sector. Several public and private agencies may receive complaints about unfair housing practices or housing discrimination.

Office of Fair Housing and Equal Opportunity (FHEO): At the federal level, the Office of Fair Housing and Equal Opportunity (FHEO) of HUD receive complaints of housing discrimination. FHEO will attempt to resolve matters informally. However, FHEO may act on those complaints if they represent a violation of federal law and FHEO finds that there is “reasonable cause” to pursue administrative action in federal court.

California Department of Fair Employment and Housing (DFEH): At the state level, the Department of Fair Employment and Housing (DFEH) has a similar role to FHEO. DFEH also receives, investigates, attempts to settle, and can take administrative action to prosecute violations of the law. HUD and DFEH have overlap in jurisdiction, and depending on the nature of the case, may refer cases to one another. DFEH is a HUD Fair Housing Assistance Program (FHAP) grantee, meaning that it receives funding from HUD to enforce federal fair housing law in the state.

Organizational Capacity

The City of Montebello has limited in-house capacity to investigate complaints, obtain remedies, or engage in fair housing testing. The City recently hired a full time housing manager and is evaluating the feasibility of establishing a Housing Authority. In the meantime, the City contracts with the Housing Rights Center for enforcement of fair housing and outreach.



Housing Rights Center: The City contracts with the Southern California Housing Rights Center (HRC), a long-established nonprofit organization dedicated to promoting fair housing for all persons. HRC helps educate the public about fair housing laws and to investigate reported cases of housing discrimination. HRC provides the following Fair Housing Services for both landlords and tenants:

- Landlord/Tenant Counseling and/or mediation;
- Fair Housing Legal Services;
- Eviction prevention counseling and legal services;
- Rent increases;
- Security deposit issues;
- Harassment; and
- Discriminating Complaint Investigations.

The Housing Rights Center offers private counseling services over the phone or online. During the first and second quarter of 2020 (Q1 and Q2), the HRC assisted 48 Montebello Households. Most (97.9%) of the individuals were of income below 80% of AMI, two (4.2%) were female heads of households, five (10.4%) were seniors, five (10.4%) were disabled, and 60.4% were Hispanics/Latino. Five households contacted HRC with housing discrimination concerns — four implicating discrimination based on physical disability, and one on mental disability. HRC staff resolved all five of these discrimination matters. Of the general landlord-tenant questions posed by Montebello residents, the majority addressed rent increases (25.6%), repairs and substandard conditions (16.3%).

The HRC also conducted extensive outreach and education activities impacting residents throughout its Los Angeles and Ventura County service areas. Typical activities include Public Service Announcements; presentations to the community; distribution of literature; and management trainings.

Events of particular interest to Montebello residents included:

- HRC's Annual Housing Rights Summit – the agency's flagship event which brings together community members, local government representatives, and agencies dedicated to the cause of fair housing;
- Housing Rights Workshops conducted at Montebello City Hall for tenants and other community members;
- A booth staffed at the "Your Turn" Expo;

HOUSING RIGHTS WORKSHOP 5/13/19
HOUSING RIGHTS CENTER
IN PARTNERSHIP WITH THE CITY OF MONTEBELLO
PRESENT A FREE WORKSHOP FOR TENANTS AND COMMUNITY MEMBERS

JOIN US IF YOU HAVE QUESTIONS ABOUT:

- Fair Housing
- Evictions
- Security Deposits
- Rent Increases
- Mobile Homes
- Repairs...and more!

TO RSVP:
CALL: 800-477-5977
EXT. 1104
OR EMAIL: SLN@HOUSINGRIGHTSCENTER.ORG

Montebello City Hall
Training Room
1600 W Beverly Blvd -
Montebello, CA 90640

**MONDAY, MAY 13, 2019
6:30PM-8:00PM**

Housing Rights Center
WWW.HOUSINGRIGHTSCENTER.ORG
(800) 477-5977
TTY (213) 201-0867

MONTEBELLO LANDLORD HOUSING RIGHTS WORKSHOP

FRIDAY JAN. 15 2021
Register Now!
bit.ly/montebellolandlords

TOPICS WILL INCLUDE: COVID-19 TENANT PROTECTIONS, NEW STATE RENT CONTROL LAWS, FAIR HOUSING LAWS (FEDERAL & STATE), LANDLORD AND TENANT RIGHTS...AND MORE!

FOR MORE INFORMATION E-MAIL: OUTREACH@HOUSINGRIGHTSCENTER.ORG

MONTEBELLO TENANTS HOUSING RIGHTS WORKSHOP

**FRIDAY NOVEMBER 13, 2020
6 PM - 7 PM**

TOPICS INCLUDE: COVID-19 TENANT PROTECTIONS, NEW STATE RENT CONTROL LAWS, FAIR HOUSING LAWS (FEDERAL & STATE), AND LANDLORD AND TENANT RIGHTS.

RSVP NOW!
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Email: Outreach@HousingRightsCenter.org

MONTEBELLO LANDLORDS HOUSING RIGHTS WORKSHOP

**FRIDAY, JANUARY 15, 2021
6 PM - 7 PM**

RSVP: bit.ly/montebellolandlords

COVID-19 TENANT PROTECTIONS - NEW STATE RENT LAWS
FAIR HOUSING LAWS - LANDLORD AND TENANT RIGHTS
YOUR QUESTIONS ANSWERED

**HOUSING RIGHTS WORKSHOP
MONTEBELLO LANDLORDS**

Friday, October 29, 2021
6 PM - 7 PM

- COVID-19 eviction laws
- Fair housing laws, disability accommodations, best practices for housing providers, and more

www.housingrightscenter.org/workshops

HRC Outreach and Education Activities.

	October 2020	November 2020	December 2020
Total Contacts	33,209	24,820	23,518
Total Literature Distributed	31,883	26,000	21,574
Total Media Activities	75	74	79

Table 3.1. Summary of Outreach and Education Activities.

- Public service announcements providing the public with essential information on fair housing and housing discrimination;
- Fair housing newsletters made available to each of HRC's local service areas;
- At least 1,145 pieces of bilingual fair housing literature distributed to 15 agencies serving the City;
- An extensive social media campaign designed to provide community members with updates on fair housing generally;
- HRC provides free programs and services including workshops and clinics; and
- Routine social media posts on upcoming workshops and events over housing discrimination and with listings of available rental properties and other low-income housing.

2. Integration and Segregation

An analysis of integration and segregation, including patterns and trends, related to people with protected characteristics will inform the goals, policies, and programs in the Housing Element.

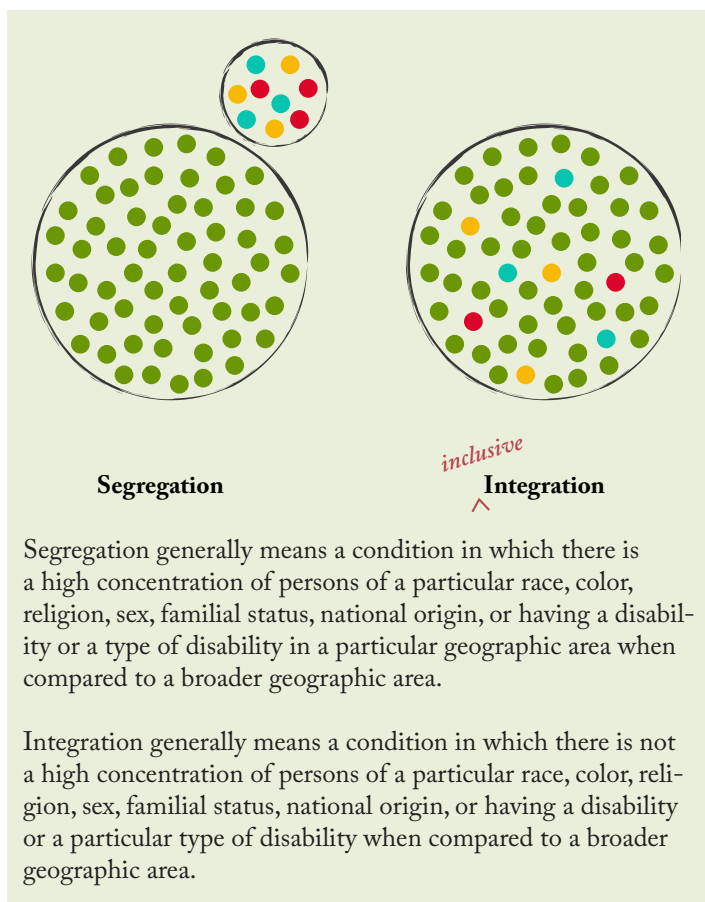
The Housing Element must address both integration and segregation in order to evaluate discriminatory patterns and practices and better identify and prioritize contributing factors to fair housing issues.

A. Race and Ethnicity

The Index of Dissimilarity measures the degree to which two groups are evenly distributed across a geographic area and is a commonly used tool for assessing residential segregation between two groups. The HUD's Dissimilarity Indices show the extent of distribution between racial/ethnic groups, across census tracts.

HUD's various levels of the index are:

- <40: Low Segregation
- 40-54: Moderate Segregation
- >55: High Segregation



	(Montebello, CDBG) Jurisdiction				Los Angeles-Long Beach-Anaheim Region			
Racial/Ethnic Dissimilarity Index	1990 Trend	2000 Trend	2010 Trend	Current	1990 Trend	2000 Trend	2010 Trend	Current
Non-White/White	18.16	21.42	24.48	28.16	55.32	55.5	54.64	56.94
Black/White	36.76	36.12	36.59	43.84	72.75	68.12	65.22	68.85
Hispanic/White	25.08	27.54	30.04	33.4	60.12	62.44	62.15	63.49
Asian or Pacific Islander/White	41.68	41.4	37.04	39.53	43.46	46.02	45.77	49.78

Table 3.2. Racial/Ethnic Dissimilarity Trends. Source: HUD AFFH Data, 2020

Dissimilarity between non-White and White communities in the Los Angeles Region has worsened since 1990. Dissimilarity between Black and White communities has improved slightly, while dissimilarity between Hispanic/White and Asian or Pacific Islander/White communities has worsened.

Ethnic and racial composition of a region demonstrate a relationship with other characteristics such as household size, locational preferences, and mobility and is useful in analyzing housing demand and any related fair housing concerns. According to the 2015-2019 ACS, approximately 93% of the Montebello population belongs to a racial or ethnic minority group. In comparison, racial/ethnic minorities make up 74% of the population countywide. The racial/ethnic minority population in most block groups has increased since 2010. Most of Montebello Block groups lie within the highest percent of racial/ethnic minorities (>81%) with the second largest percent (61% to 80%) located in the northeast corner of the City.

Brown University's Diversity and Disparities database has calculated an Index of Dissimilarity for cities throughout the United States using 2010 Census data. The dissimilarity index measures whether one particular group is distributed across census tracts in the metropolitan area in the same way as another group. A high value indicates that the two groups tend to live in different tracts. The value ranges from 0 to 100. A value of 60 (or above) is considered very high. It means that 60% (or more) of the members of one group would need to move to a different tract in order for the two groups to be equally distributed. Values of 40 or 50 are usually considered a moderate level of segregation, and values of 30 or below are considered to be fairly low. The City of Montebello's Index of Dissimilarity reveals a low to moderate level of segregation for all racial/ethnic group pairings.

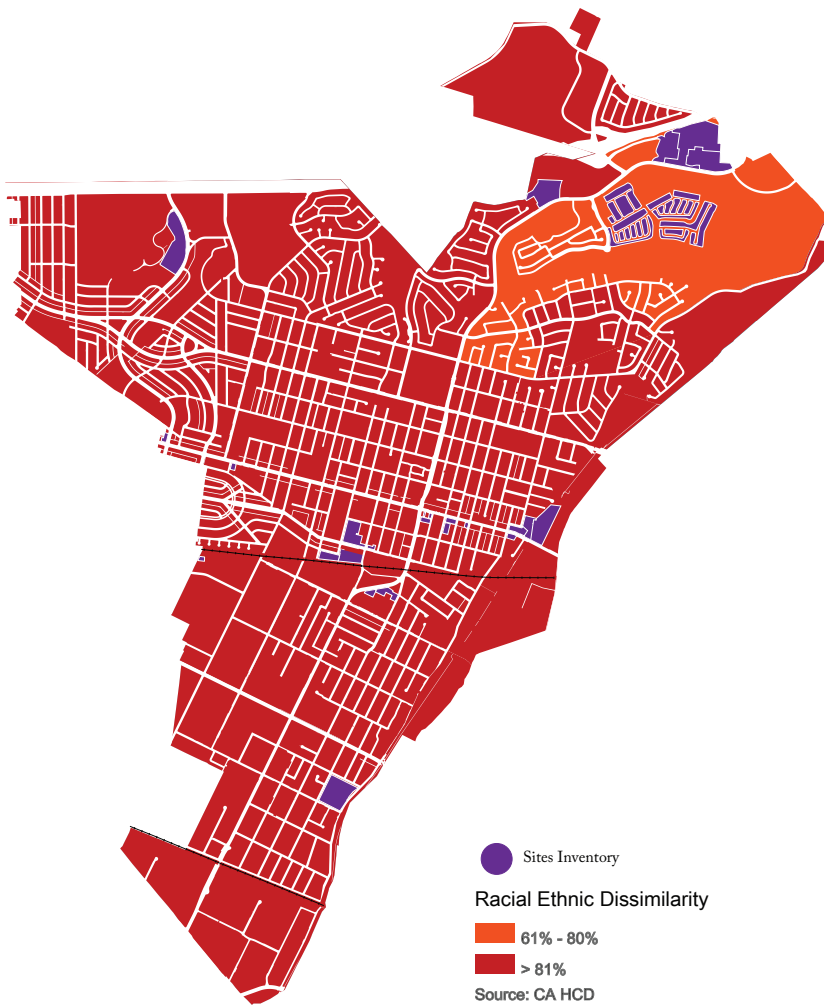


Figure 3.2: Racial Ethnic Dissimilarity.

	Montebello	LA County
White-Black/Black-White	36.7	66.9
White-Hispanic/Hispanic-White	29.8	65.2
White-Asian/Asian-White	36.7	42.4
Black-Hispanic/Hispanic-Black	33	49.8
Black-Asian/Asian-Black	44.5	63.2
Hispanic-Asian/Asian-Hispanic	53	51.2

Table: 3.3. Index of Dissimilarity. Source: Brown University's Diversity and Disparities, 2010.

As shown in Figure 3.3, the Census block group level of Montebello exhibits higher diversity than various surrounding cities and the broader Los Angeles region. Based upon the existing and historic data available for the City, it is largely integrated, with a diversity of residents based on racial/ethnic identity.

Across Los Angeles County, white communities are predominantly concentrated along the coast. In the Southern California Association of Governments (SCAG) region, residents that identify as Hispanic are concentrated in inland communities in Riverside, Orange, and San Bernardino counties.

Addressing patterns of segregation across the broader region will require implementing place-based community development interventions and non-place-based interventions to address inequities, including permanent measures of poverty alleviation and broader distribution of affordable housing.

There was no discussion or evidence found of ongoing or concentrated segregation within Montebello neighborhoods during the stakeholder interviews, focus group meetings, housing task force meetings, survey findings, and visioning workshop.

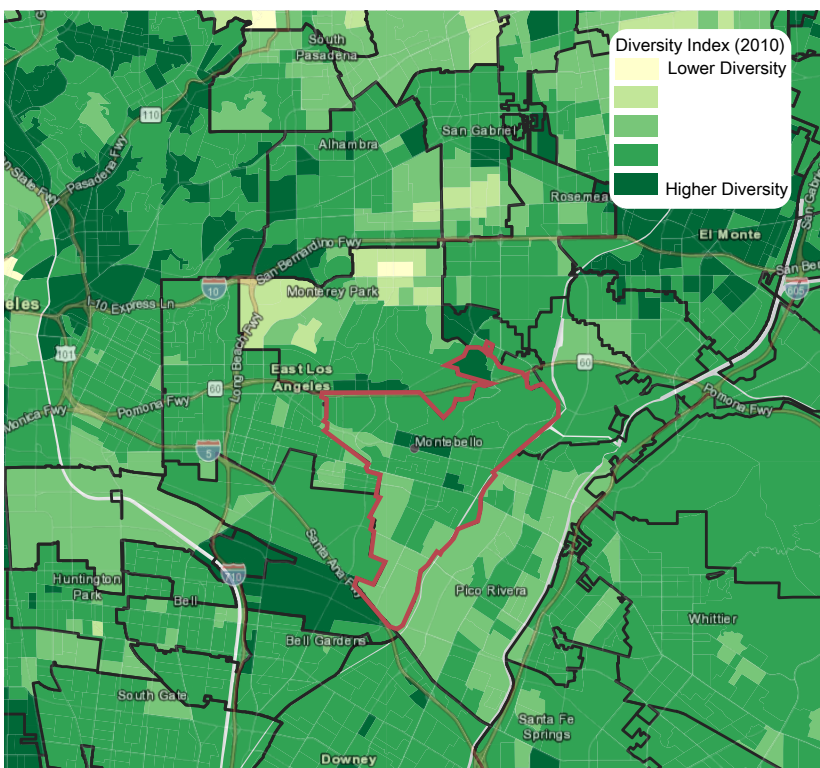


Figure 3.3. Diversity Index. Source: AFFH DataViewer.

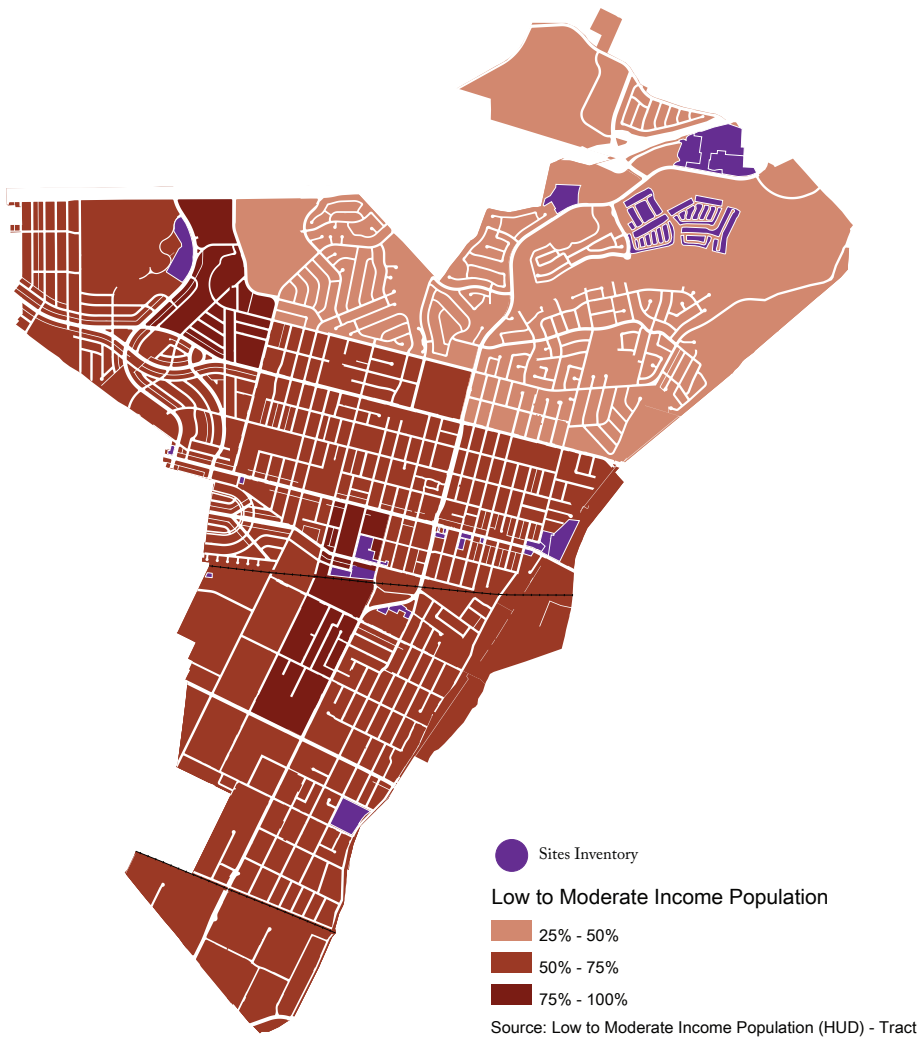


Figure 3.4. Concentration of LMI Households.

Income Category	Montebello		Los Angeles County	
	Households	Percent	Households	Percent
<30% AMI	4,085	20.6%	641,055	19.5%
31-50% AMI	4,050	20.4%	482,070	14.6%
51-80% AMI	4,050	20.4%	578,285	17.5%
81-100% AMI	2,345	11.8%	312,595	9.5%
>100% AMI	5,315	26.8%	1,281,185	38.9%
	19,845	100%	3,295,200	100%

Table: 3.4. Income Distribution. Source: HUD CHAS Data (based on the 2013-2017 ACS, 2020).



B. Income

Identifying low- or moderate-income (LMI) geographies and individuals is important to overcome patterns of segregation.

HUD's 2013-2017 CHAS data (Table 3.4) shows that 61.4% of Montebello households earn 80 percent or less than the county area median income (AMI) and are considered lower income, a larger share than the county (51.6%). According to the 2015-2019 ACS, the median household income in Montebello is \$56,150, lower than \$68,044 in the County.

Figure 3.4 shows the Lower and Moderate Income (LMI) areas in the City by census tract. HUD defines a LMI area as a census tract or block group where over 51 percent of the population is LMI. Block groups along east-side of Garfield Avenue in the northwest corner of the City, and the westside of Greenwood Avenue (next to industrial area) in the southern section of the City show LMI populations exceeding 75%. Except for the northeast section, most of the City is made up of block groups where the LMI population is 50% to 75%. The sites used to meet the City's RHNA are generally evenly distributed throughout the City.

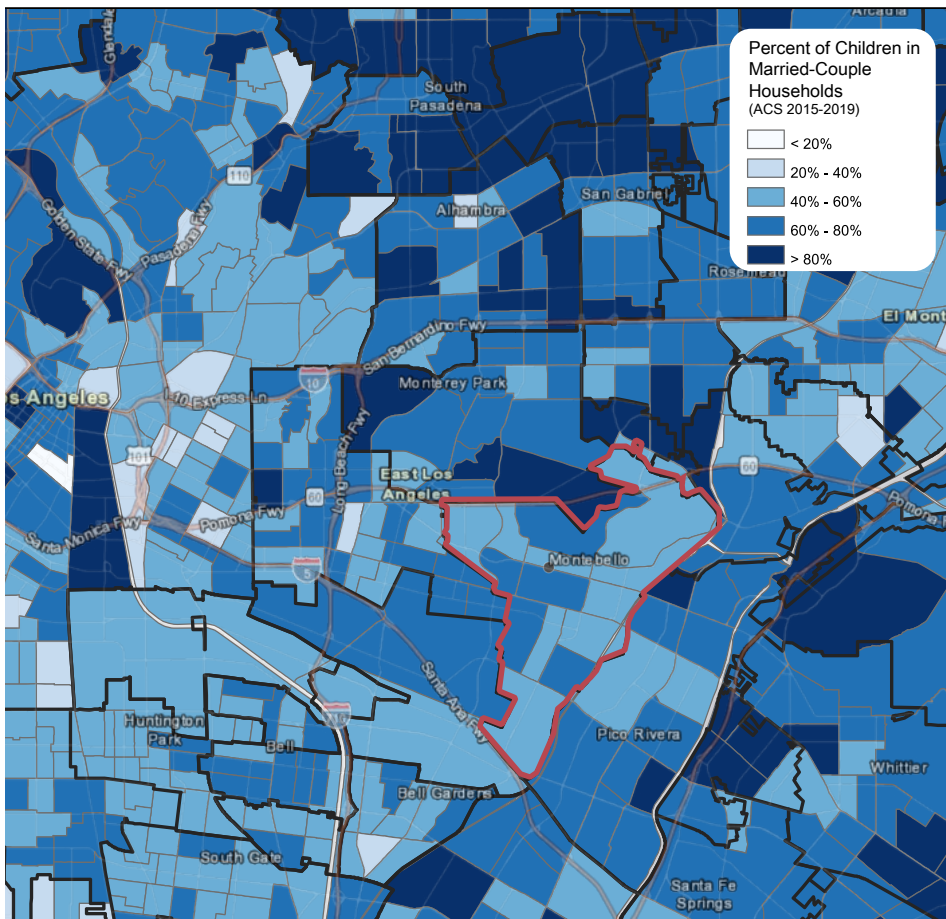


Figure 3.5. Children in Married Couple Households. Source: AFFH DataViewer.

C. Familial Status

Familial status refers to the presence of children under the age of 18, whether the child is biologically related to the head of household, and the marital status of the head of households. Families with children may face housing discrimination by landlords who fear that children will cause property damage. Familial status discrimination includes refusing to rent to families with children, charging higher prices, and limiting families to certain parts of the property, such as the first floor or a separate building.

Approximately 38.3% of Montebello households have one or more child under the age of 18. The City's share of households with children is larger than LA County (33%), and the neighboring cities of Monterey Park (28.6%) and the City of Los Angeles City (29.3%), but smaller than neighboring cities of East Los Angeles (47%), Pico Rivera (41.3%), and Downey (41%).

Single parent households are also protected by fair housing law. Female-headed

households with children require special consideration and assistance because of their greater need for affordable housing and accessible day care, health care, and other supportive services. Approximately 6.6% of households in Montebello are single female-headed households with children, higher compared to the county (5.1%).

As shown in Figure 3.5, while married households with children are the predominant family structure in Montebello, the number of families, with and without children, is lower than surrounding cities in the SCAG region.

Program 6 in this Housing Element is aimed at increasing the supply of affordable housing, including larger units for families. The City offers a range of educational opportunities and one-on-one counseling with the Southern California Housing Rights Center for low-income residents, including single-parent households.

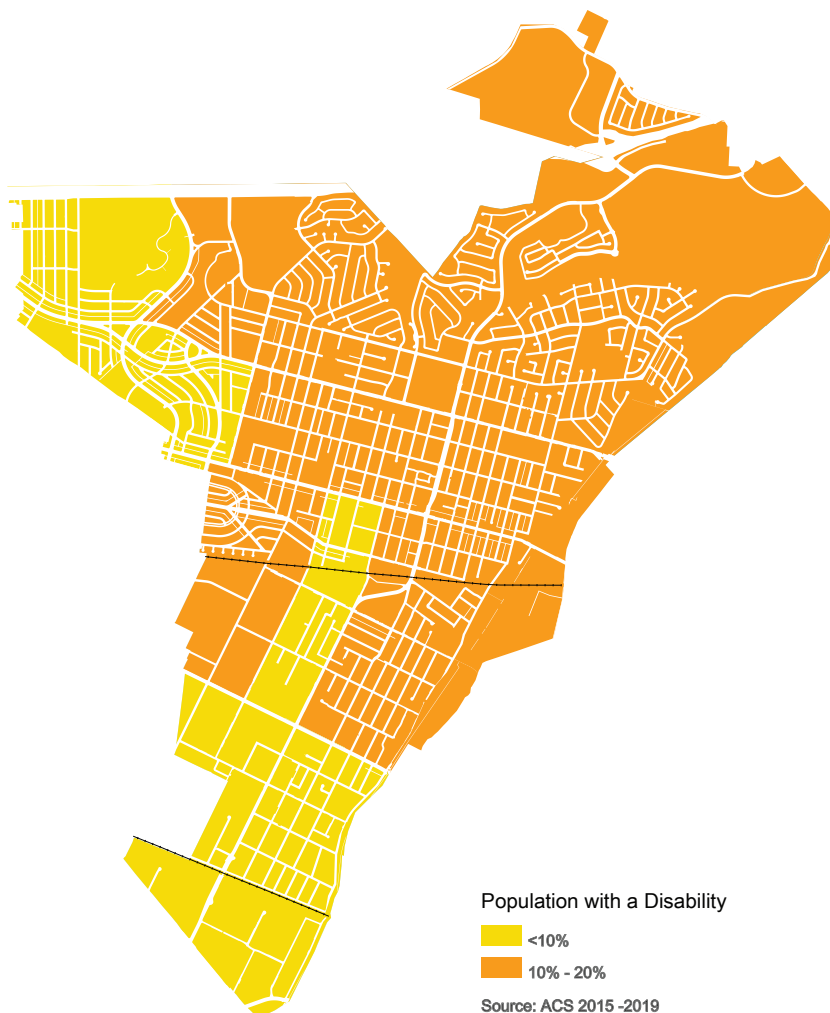


Figure 3.6. Distribution of Persons with Disabilities.

D. Persons with Disabilities



According to the 2015-2019 ACS, approximately 12.4% of Montebello residents experience a disability, compared to 9.9% countywide.

Figure 3.6 show the distribution of persons with disabilities in Montebello. Majority of the City tracts have 10 to 20% population with disabilities. In the remainder of the City, less than 10% of the population experiences a disability. Tracts with larger populations of persons with disabilities are not generally concentrated in one area of Montebello.

Currently, the City's Zoning Ordinance contains no provisions for reasonable accommodation for persons with disabilities. Program 15 in this Housing Element includes the provision of a new Reasonable Accommodation Program. Under this program, the City will adopt a Reasonable Accommodation Ordinance to provide exception in zoning and land-use regulations for housing and/or improvements for persons with disabilities. The procedures related to the program's implementation will be ministerial in nature with minimal or no processing fee.

3. Racially or Ethnically Concentrated Areas of Poverty

A. Racially/Ethnically Concentrated Areas of Poverty

In an effort to identify racially/ethnically concentrated areas of poverty (R/ECAPs), HUD has identified census tracts with a majority non-White population (greater than 50%) with a poverty rate that exceeds 40% or is three times the average tract poverty rate for the metro/micro area, whichever threshold is lower.

According to HUD's 2020 R/ECAP mapping tool based on the 2009–2013 ACS, there are no R/ECAPs in Montebello. A regional view of R/ECAPs in Los Angeles County is shown in Figure 3.7. There are no R/ECAPs in the City.

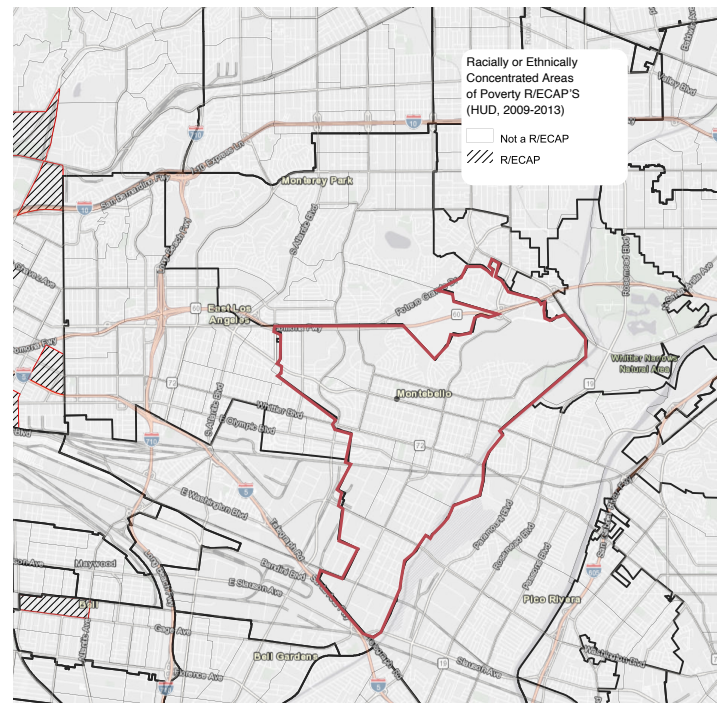


Figure 3.7. R/ECAPs map. Source: AFFH DataViewer.

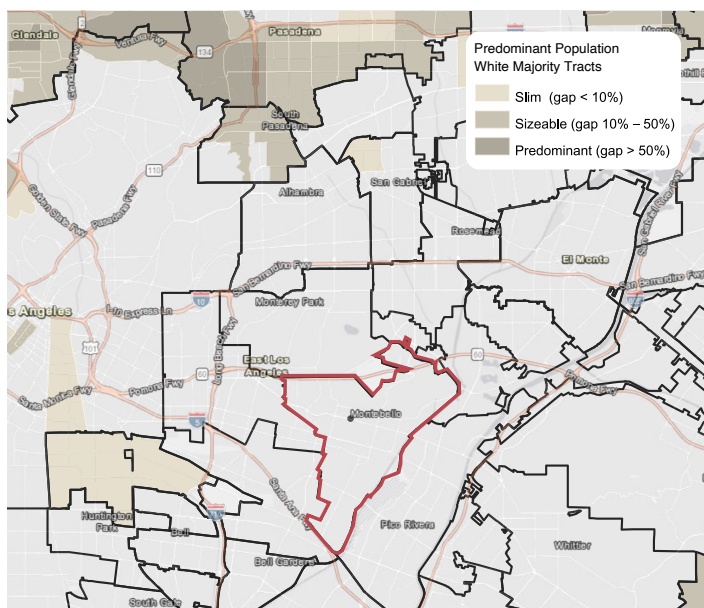


Figure 3.8. RCAAs map. Source: AFFH DataViewer.

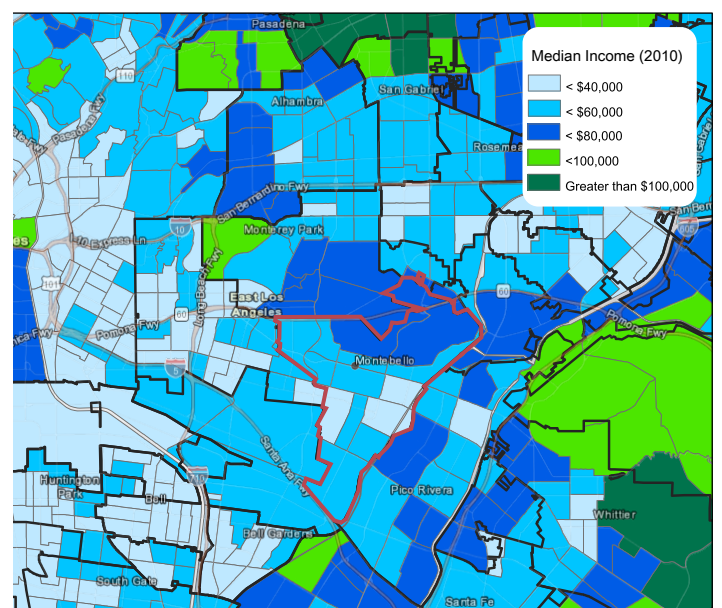


Figure 3.9. Median Income. Source: AFFH DataViewer.

B. Racially/Ethnically Concentrated Areas of Affluence

Racially concentrated areas of poverty and segregation (R/ECAPs) have long been the focus of fair housing policies. To ensure fair and integrated housing choices, the racially concentrated areas of affluence (RCAAs) at the other end of the spectrum must also be analyzed.

HUD defines racially concentrated areas of affluence as affluent, White communities. Whites are the most racially segregated group in the United States and “in the same way neighborhood disadvantage is associated with concentrated poverty and high concentrations of people of color, conversely, distinct advantages are associated with residence in affluent, White communities.”

HCD defines RCAAs as census tracts where:

- 80% or more of the population is white, and
- The median household income is \$125,000 or greater (slightly more than double the national median household income in 2016).

Figure 3.8 shows predominantly White populations by census tract and Figure 3.9 shows median income by block group. No block groups in the City have median incomes over \$125,000. Block groups along the northeast City boundary have median incomes below \$125,000. Rest of the City blocks are below the State average of \$87,100. No tracts in Montebello are White predominant.



4. Access to Opportunities

Access to opportunity includes improving the quality of life for residents of low-income communities, as well as supporting mobility and access to ‘high resource’ neighborhoods.

HUD has created seven opportunity indices to allow jurisdictions to measure exposure to opportunity in their neighborhoods. Table 3.5 shows index scores for the following opportunity indicator indices. Each opportunity index is percentile ranked on a 0–100 scale, with a score closer to 100 indicating a higher level of opportunity:

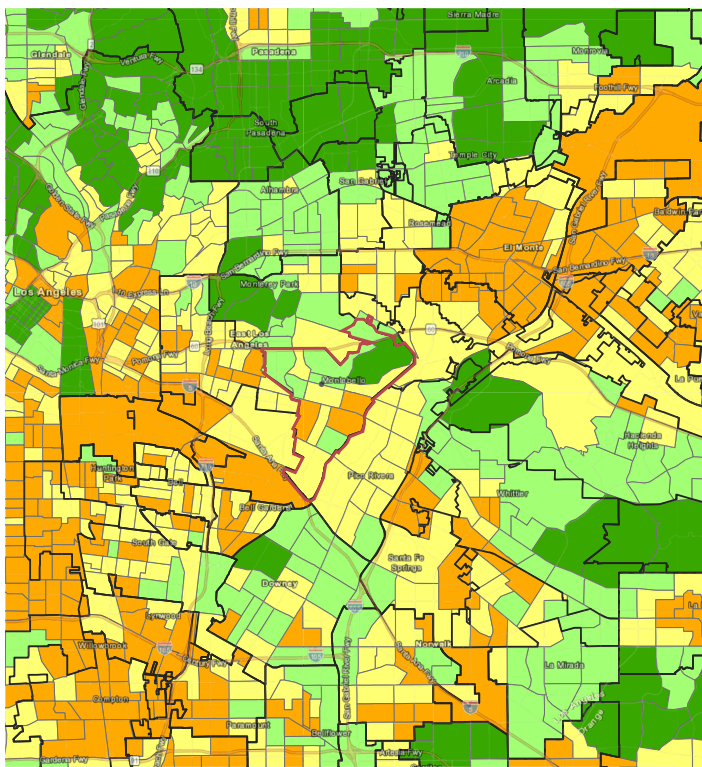
- **Low Poverty Index:** Captures poverty in a neighborhood using the poverty rate. The higher the score, the less exposure to poverty in a neighborhood.
- **School Proficiency Index:** Uses fourth-grade performance to assess the quality of an elementary school in a neighborhood. The higher the score, the higher the school system quality is in a neighborhood.
- **Labor Market Engagement Index:** Describes the relative intensity of labor market engagement and human capital in a neighborhood, using the unemployment rate, labor force participation rate, and educational attainment. The higher the score, the higher the labor force participation and human capital in a neighborhood.
- **Transit Trips Index:** Quantifies the number of public transit trips taken annually by a three-person single-parent family with income at 50 percent of the median income for renters. The higher the trips transit index, the more likely residents in that neighborhood utilize public transit.
- **Low Transportation Cost Index:** Estimates the transportation costs for a three-person single-parent family with income at 50 percent of the median income for renters. The higher the index, the lower the cost of transportation in that neighborhood.
- **Jobs Proximity Index:** Quantifies the accessibility of a neighborhood to job locations within the larger region, with larger employment centers weighted accordingly. The higher the index value, the better access to employment opportunities for residents in a neighborhood.
- **Environmental Health Index:** Describes potential exposure to harmful toxins at the neighborhood level. The higher the index value, the less exposure to toxins harmful to human health and the better environmental quality of a neighborhood.

	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Montebello							
Total Population							
White, Non-Hispanic	52.51	53.54	38.47	89.43	78.89	59.68	6.9
Black, Non-Hispanic	46.71	55.21	38.59	90.39	81.71	66.23	6.54
Hispanic	45.84	52.51	33.92	90.31	81.41	64.39	6.68
Asian or Pacific Islander, Non-Hispanic	60.85	56.34	46.11	89.74	77.63	57.57	6.99
Native American, Non-Hispanic	42.77	50.26	32.7	90.46	81.52	62.05	6.68
Population below federal poverty line							
White, Non-Hispanic	45.95	51.33	31.72	89.31	80.26	61.73	6.76
Black, Non-Hispanic	38.93	51.37	35.27	89.04	81.15	79.59	6
Hispanic	40.08	51.03	29.67	90.68	82.85	67.23	6.59
Asian or Pacific Islander, Non-Hispanic	57.47	54.96	41.83	89.98	79.79	56.69	6.78
Native American, Non-Hispanic	40.21	41.05	24.52	90.1	82.85	58.42	6.39
Los Angeles County							
Total Population							
White, Non-Hispanic	70.12	72.18	68.22	76.66	67.6	55.1	22.89
Black, Non-Hispanic	46.29	41.09	42.82	84.1	73.91	41.1	14.44
Hispanic	40.7	43.31	34.05	84.98	73.75	44.48	11.98
Asian or Pacific Islander, Non-Hispanic	68.38	72.86	66.73	82.22	68.98	51.22	13.86
Native American, Non-Hispanic	54.75	55.06	48.03	77.8	69.62	45.65	20.02
Population below federal poverty line							
White, Non-Hispanic	61.23	66.91	61.96	79.48	71.45	55.51	20.59
Black, Non-Hispanic	29.03	29.31	27.29	85.47	76.25	30.59	12.84
Hispanic	28.75	35.77	26.1	87.23	76.67	41.99	10.38
Asian or Pacific Islander, Non-Hispanic	61.63	70.67	62.58	83.88	72.41	51.16	13.3
Native American, Non-Hispanic	41.92	47.9	41.36	84.81	73.95	51	12.82
<i>The higher scores between the Los Angeles County and the City of Montebello have been shaded green for ease of comparative analysis.</i>							

Table 3.5. Opportunity Indicators, by Race/Ethnicity. Source: HUD AFFH Data, 2020.

Regional Trend: Montebello is intrinsically integrated within the Los Angeles County. In the Los Angeles County, Hispanic residents are most likely to be impacted by poverty and school proficiency.

Local Trend: Montebello has lower labor force participation and human capital compared to the County. Montebello residents are more likely to utilize public transit, have a lower the cost of transportation, and better access to employment opportunities compared to the County. The potential exposure to harmful toxins is higher in both the County and the City of Montebello. The health and environmental quality of the County and the City needs to improve.



TCAC Opportunity Areas (2021) - Economic Score

■ < 0.25 (Less Positive Economic Outcome)
■ 0.25 - 0.50
■ 0.50 - 0.75
■ > 0.75 (More Positive Economic Outcome)

Figure 3.10. Regional TCAC Opportunity Areas, Economic Score.
Source: HCD AFFH Data Viewer, 2021.

Regional Economic Score

Figure 3.10 shows economic scores based on poverty, adult education, employment, job proximity, and median home value.

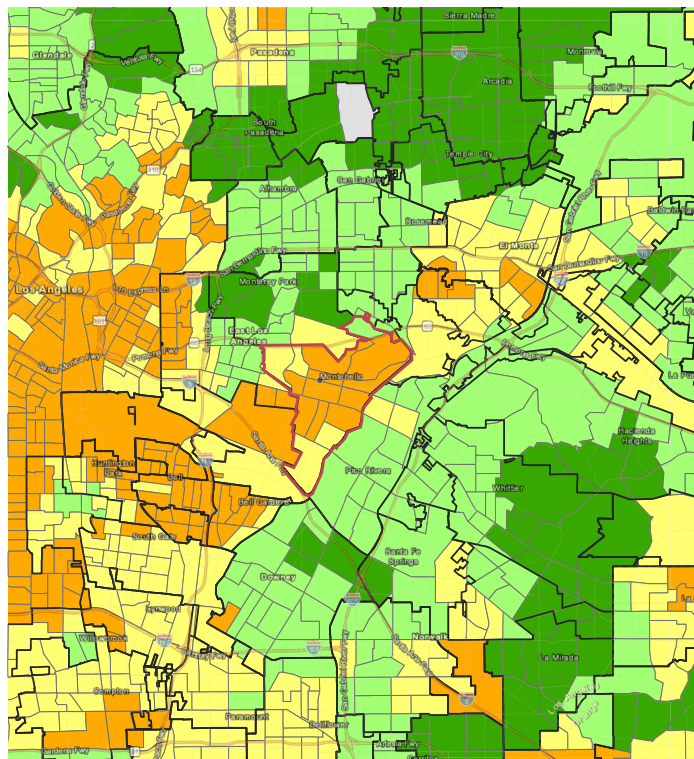
Cities to the north of Montebello, such as Monterey Park, Alhambra, South Pasadena; and cities to the east of Pico Rivera such as eastern portions of Whittier and La Habra Heights have high economic score. Cities to the west such as East Los Angeles and Bell Gardens have lower economic score.

Regional Education Score

High performance schools function not only as centers for providing education but also as hubs for neighborhoods to organize a range of supports and opportunities for children and their families.

The education scores in Figure 3.11 show level of math and reading proficiency, high school graduation rates, and student poverty rates within the region.

Generally, cities west of Montebello have lower educational scores and cities to the north and east have higher educational scores.



TCAC Opportunity Areas (2021) - Education Score

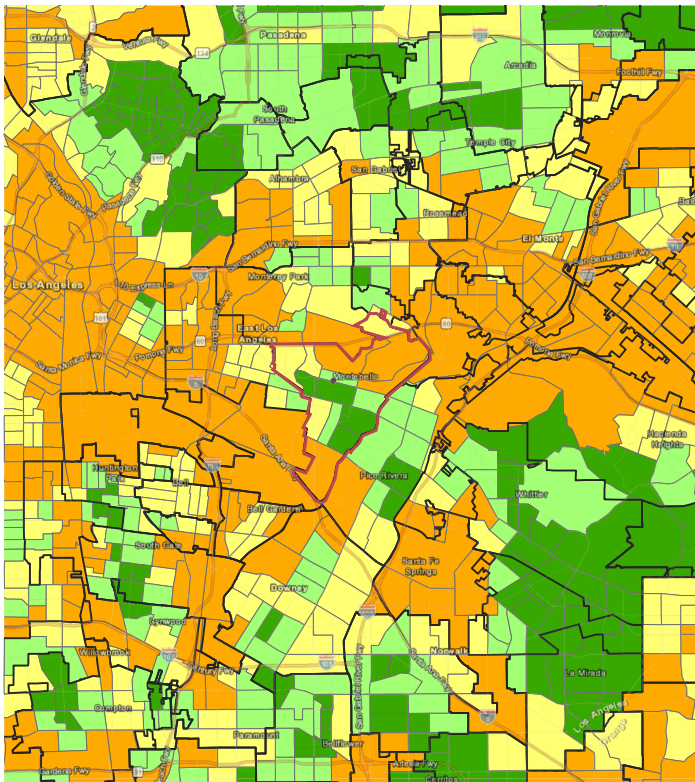
■ < 0.25 (Less Positive Education Outcomes)
■ 0.25 - 0.50
■ 0.50 - 0.75
■ > 0.75 (More Positive Education Outcomes)
■ No Data

Figure 3.11. Regional TCAC Opportunity Areas, Education Score.
Source: HCD AFFH Data Viewer, 2021.

Regional Environment Score

Figure 3.12 shows potential exposure to harmful toxins. The higher values represent better environment and lesser exposure to harmful toxins. Generally, cities west of Montebello have lower environmental scores and cities to the east have higher environmental scores.

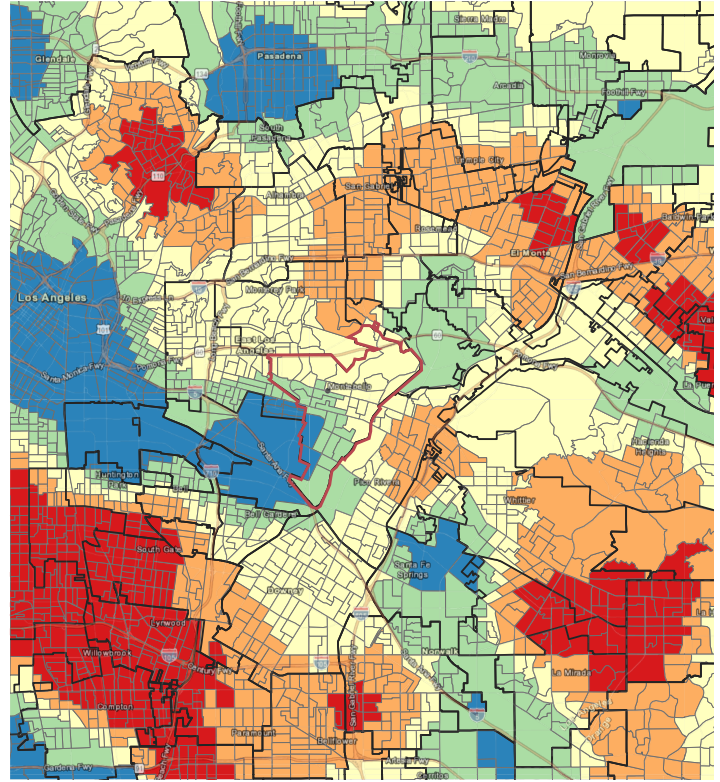
The unique geographic location of Montebello brings unique environmental challenges. For instance, air pollution generated in the southern portions of the region gets carried by the winds and trapped by the mountains to the north. Creative local solutions such as tree planting and measures to reduce greenhouse gas emissions can create a micro-climate of healthy environment.



TCAC Opportunity Areas (2021) - Environmental Score

■ < .25 (Less Positive Environmental Outcomes)
■ .25 - .50
■ .50 - .75
■ .75 - 1 (More Positive Environmental Outcomes)

Figure 3.12. Regional TCAC Opportunity Areas, Environmental Score. Source: HCD AFFH Data Viewer, 2021.



Jobs Proximity Index (HUD, 2014 - 2017) - Block Group

■ < 20 (Furthest Proximity)
■ 20 - 40
■ 40 - 60
■ 60 - 80
■ > 80 (Closest Proximity)

Figure 3.13. Regional TCAC Opportunity Areas, Job Proximity Score. Source: HCD AFFH Data Viewer, 2021.

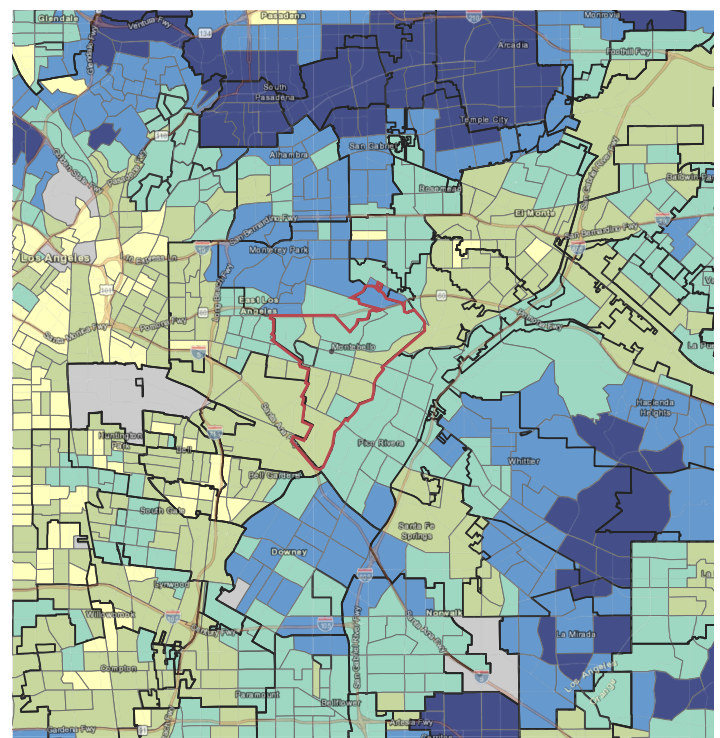
Regional Proximity to Jobs Score

Higher values in Figure 3.13 suggest better access to employment opportunities for residents. Affordable, efficient, and safe transportation options facilitate access to opportunities within the region. Housing and jobs within five minute or half-mile access to transit stop improves access to jobs.

Montebello Bus Lines is the third largest municipal bus system in Los Angeles County. With a fleet of 66 buses, MBL serves over 8 million passengers a year throughout the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate and Whittier. Montebello and its surrounding cities have higher scores suggesting better access to employment opportunities for residents.

Composite Score for the Region

Generally the cities with higher resource areas are to the north, south, and east of Montebello. Cities with lower resource areas are to the west (East Los Angeles) and to the northeast (El Monte and Baldwin Park) of Montebello.



TCAC Opportunity Areas (2021) - Composite Score

■ Highest Resource
■ High Resource
■ Moderate Resource
■ Moderate Resource (Rapidly Changing)
■ Low Resource
■ High Segregation & Poverty
■ Missing/Insufficient Data

Figure 3.14. Regional TCAC Opportunity Areas, Composite Score. Source: HCD AFFH Data Viewer, 2021.

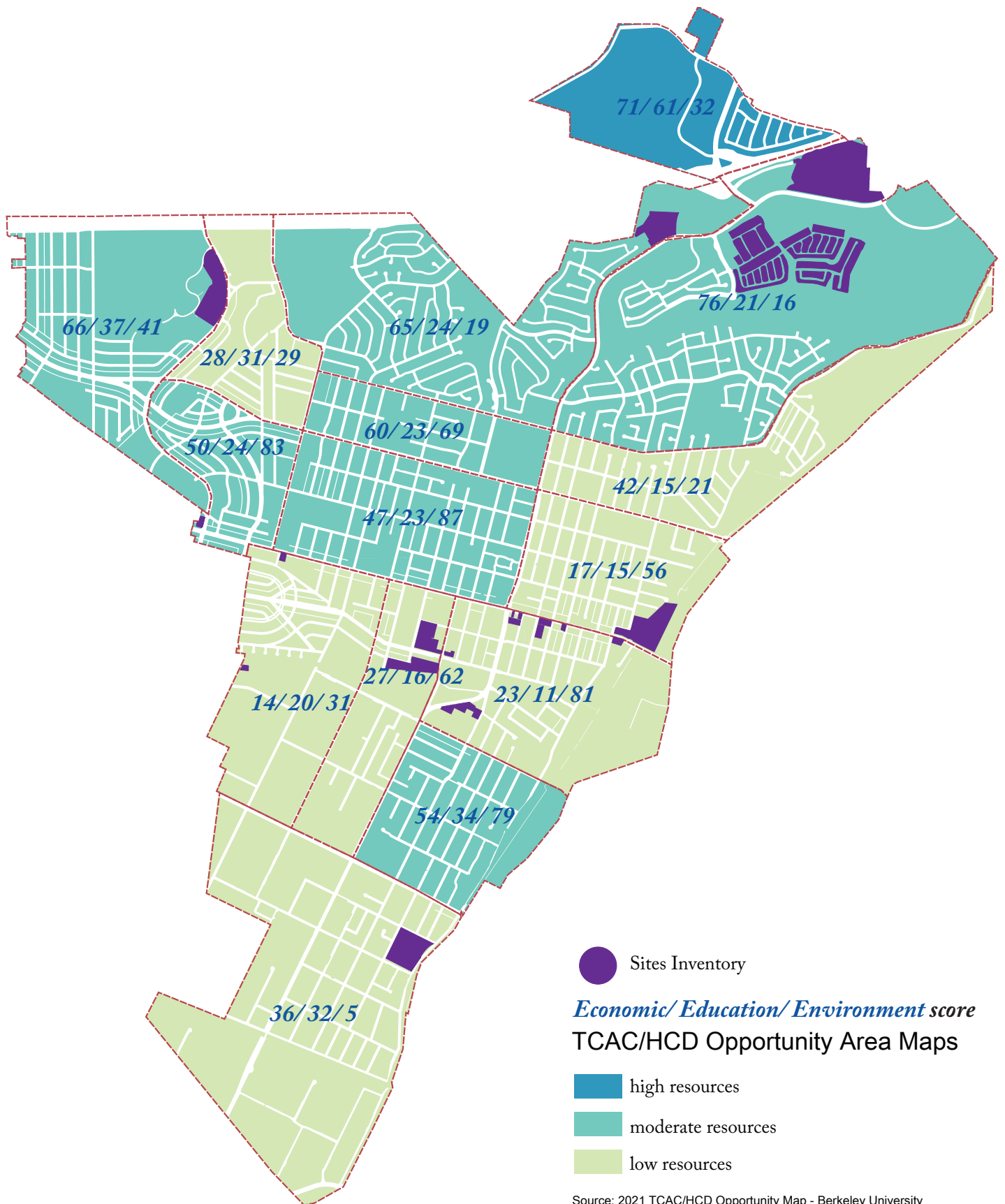


Figure 3.15. California Tax Credit Allocation Committee (TCAC) Opportunity Areas (2021) with Montebello Housing Element Sites Inventory. Source: HCD, AFFH Data Viewer.



Two-part strategy: Increase low-income housing in high resource areas and increase access to resources in low resource areas.

A. Mapping Opportunities

Opportunity mapping is a way to measure and visualize place-based characteristics linked to critical life outcomes, such as earnings from employment, educational attainment, and economic mobility. Opportunity maps can be used to inform how to target investments and policies in a way that is conscious of the independent and inter-related effects that research has shown places have on economic, educational, and health outcomes. These opportunity maps are made from composite scores of three different domains made up of a set of indicators. Based on these domain scores, tracts are categorized as Highest Resource, High Resource, Moderate Resource, Moderate Resource (Rapidly Changing), Low Resource, or areas of High Segregation and Poverty.

Opportunity map scores for Montebello census tracts are presented in Figure 3.10. A single-tract north of State Route-60 is considered high resource. Most tracts in the northern section of the City and one tract in the southeastern area of the City are categorized as modest resource, two tracts are considered high resource, and one tract in the western corner on the City is considered moderate resource. There are no tracts in the City that are categorized as areas of high segregation and poverty.

The individual scores for economic, environment, and education domain for each census tract are shown on Figure 3.15.

Figure 3.15 also includes the sites used to meet Montebello's 2021-2029 RHNA. Majority of the larger sites and resulting larger unit count are proposed within the high resource areas. The General Plan update, Downtown Montebello Specific Plan, and the recently adopted Parks Master Plan are all targeting new resources such as light rail transit, parks, and improvements to the facilities and infrastructure within the low resources areas where the remainder of the units are proposed.

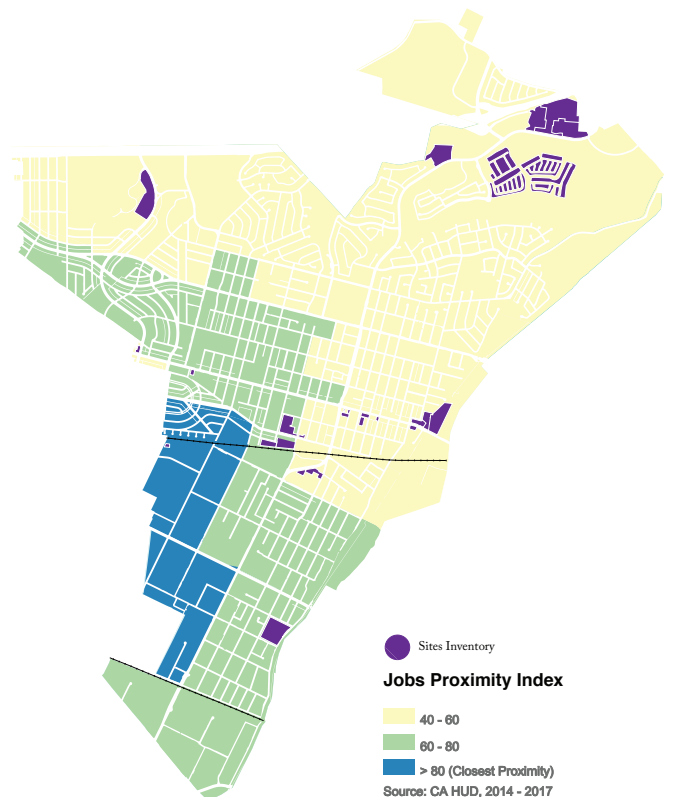
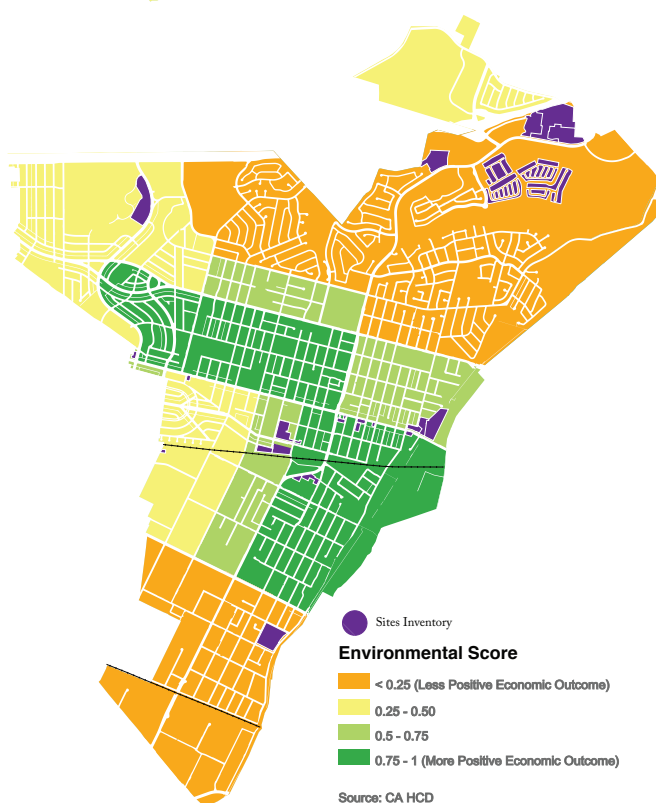
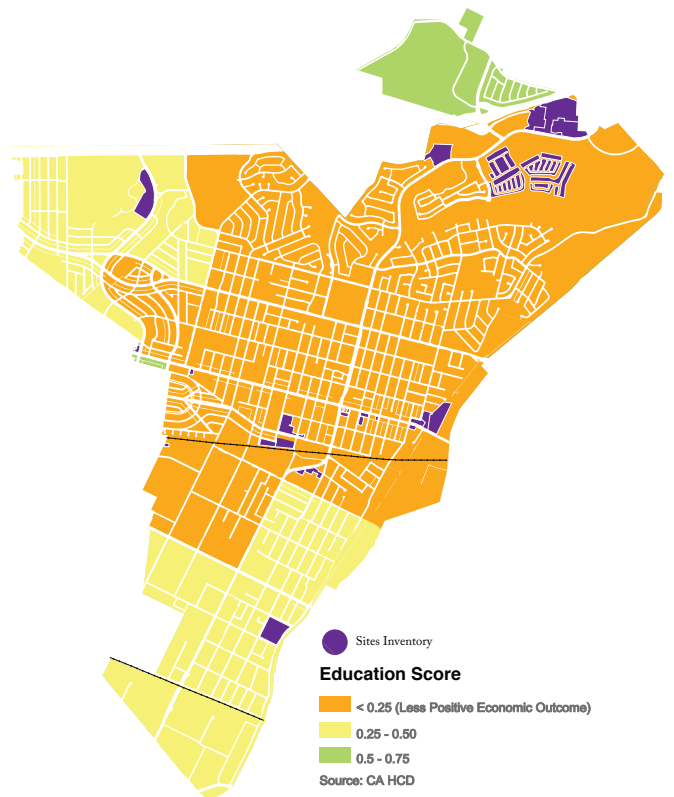
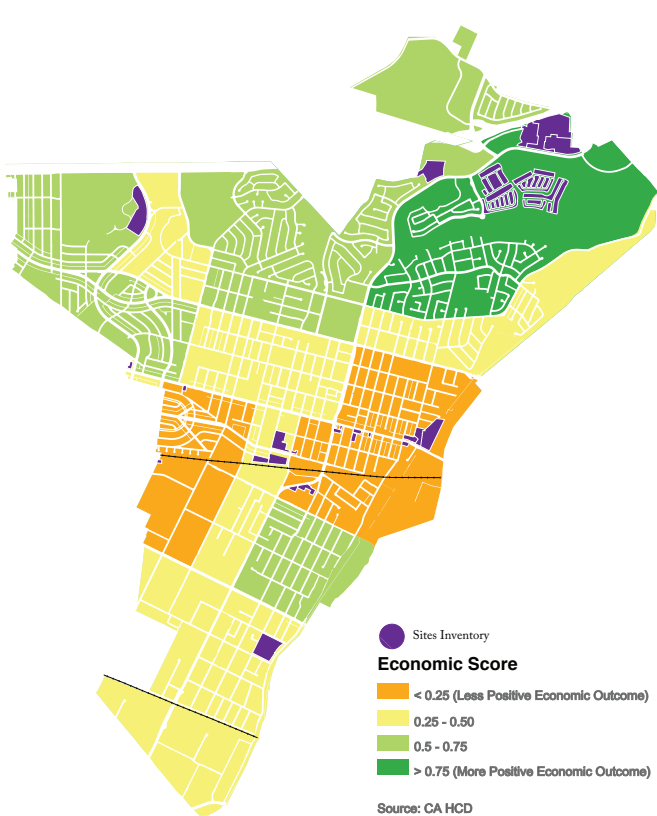


Figure 3.16 (top left). Economic Score. Figure 3.17 (top right). Education Score. Figure 3.18 (bottom left). Environmental Score. Figure 3.19 (bottom right). Job Proximity Index.

1. Economic



The economic scores are based on poverty, adult education, employment, job proximity, and median home values. According to the 2021 TCAC/HCD map presented in Figure 3.16, the economic scores in the highest quartile were to the north, while two census tracts in the central area has lower economic scores. The mix scores are similar to other surrounding cities in Los Angeles County.

The City provides a listing of public services agencies and homeless resources, and links to social service agencies. In addition, the City supports other government agencies, private developers, and nonprofit agencies that are involved in creating affordable housing and economic opportunities for low- and moderate-income residents. Additionally, using CDBG and most recently, CDBG-CV funds, the City supports local non-profits such as YMCA, Mexican American Opportunity Foundation, Heart of Compassion, and the newly established Montebello Community Assistance Program which strive to address the needs of underserved persons in the community.

2. Education



Montebello Unified School District (MUSD) serves approximately 26,000 students from Headstart to grade twelve. There are seventeen elementary schools, six intermediate schools, four comprehensive high schools, an alternative high school, and community day school.

As shown in Figure 3.17, the tract north of State Route-60 received score of 0.5 to 0.75. The northwest and southern tract of the City received a lower education score of 0.25 to 0.50. The rest of the City tracts received the lowest education scores of less than 0.25. These education scores are based on math and reading proficiency, high school graduation rates, and student poverty rates.

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, Montebello USD has made a significant (3.2%) increase in the graduation rate. Additionally, the two student groups with the lowest graduation rates made very large increases to their graduation percentages: English Learners (12.1% increase) and Students with Disabilities (5.9% increase). Another significant student group, Foster Youth, experienced a graduation rate increase of 16.8% to 88.5%, where the rate is only 59% state-wide.

District and school personnel are specifically assigned to support our Foster and Homeless students. MUSD connects with county services to support students in transition and who have experienced multiple adverse childhood experiences (ACEs). Personnel throughout the district have worked to understand how ACEs affect a student's ability to learn and perform in school. This emphasis will continue. Dashboard data indicate the MUSD's chronic absenteeism declined significantly and is below the state average. The MUSD homeless student group suspension rate (2.9%) made a 0.7% decline to just above the district average and is in the green performance level. This is especially significant when the state average is 5.9%.

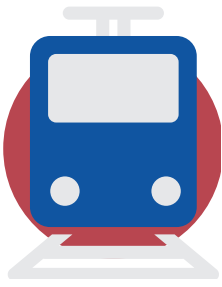
3. Environment



The environmental score mirrors the California Office of Environmental Health Hazard Assessment (OEHHA)'s approach to CalEnviroScreen 3.0, a risk assessment methodology based on twelve indicators used to measure the cumulative impacts of pollution-related exposures and environmental effects. Exposure indicators include: ozone concentrations, PM2.5 concentrations, diesel PM emissions, drinking water contaminants, pesticide use, toxic releases from facilities, and traffic density. Environmental effect indicators include: cleanup sites, groundwater threats, hazardous waste generators and facilities, impaired water bodies, and solid waste sites and facilities.

Figure 3.18 shows that tracts in the northeastern, and southern corners of Montebello received environmental scores in the lowest quartile. The proximity of State Route 60, high traffic volumes, oil wells to the north; and Interstate-5 and industrial land uses to the south shape the poor environmental scores for these tracts. Tracts in central section of Montebello scored the highest quartile for more positive environmental outcomes.

4. Transportation



Transportation service began in Montebello in 1910 with one motorized coach. By 1917, there were four private companies competing for passengers among the influx of workers drawn to the area. In 1922, two years after the incorporation of the City of Montebello, the City officially initiated a municipal bus service. Six years later, the City sold the operation to the Motor Transit Company, a division of Southern Pacific Railroad. Motor Transit later became Pacific Electric, operators of the famed “red cars.”

In 1931, the City purchased the lines back from the Motor Transit Company and launched its second municipal bus line. The City purchased a lot on Greenwood Avenue with a fleet of four coaches and began Montebello Bus Lines (MBL).

Montebello Bus Lines’ (MBL) primary responsibility is to provide transportation services to residents of Montebello and neighboring cities. MBL is the third largest municipal bus system in Los Angeles County, behind Long Beach Transit and Santa Monica’s Big Blue Bus. With a fleet of 66 buses, MBL serves over 8 million passengers a year throughout the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate and Whittier.

HUD’s Job Proximity Index can be used to show transportation need geographically. Block groups with lower jobs proximity indices are located further from employment opportunities and have a higher need for transportation. As shown in Figure 3.19, employment opportunities are very accessible for most block groups in the City. Block groups in the southwest sections of the City are located closest to employment opportunities. Employment opportunities are slightly less accessible on the northeastern side of the City. This area is considered high and moderate resource according to the Fair Housing Task Force maps (Figure 3.15).

The City’s General Plan update and Downtown Montebello Specific Plan proposes a safe, interconnected, multimodal transportation system that meets the needs of all users, of all ages and abilities. The policies and actions encourage travel by a variety of modes, including walking, bicycling, and public transit to reduce dependency on private automobiles. These Plans highlight the ability to connect people to high resource areas within the City and the region via active transportation (walking, biking, transit).

5. Disproportionate Housing Needs

Disproportionate Housing Needs typically refers to a condition in which significant disparities exist in the proportion of members of a protected class experiencing a category of housing need when compared to members of any other relevant groups, or the total population experiencing that category of housing need in the applicable geographic area. For this definition, categories of housing need are based on such factors as cost burden and severe cost burden, overcrowding, homelessness, and substandard

housing conditions. This analysis is important to understand how some groups of individuals experience severe housing needs when compared to other populations within a local level and region. Particularly important to this analysis is local data and knowledge, since some areas could be impacted by market conditions that put households at risk of displacement or pending or upcoming planning decisions that may exacerbate displacement risk.

A. Cost Burden

Figure 3.20 compares cost burdened owner households using the 2010-2014 and 2015-2019 ACS. The proportion of cost bur-

dened homeowners has decreased in the southern portion of the City, since the 2010-2014 ACS.

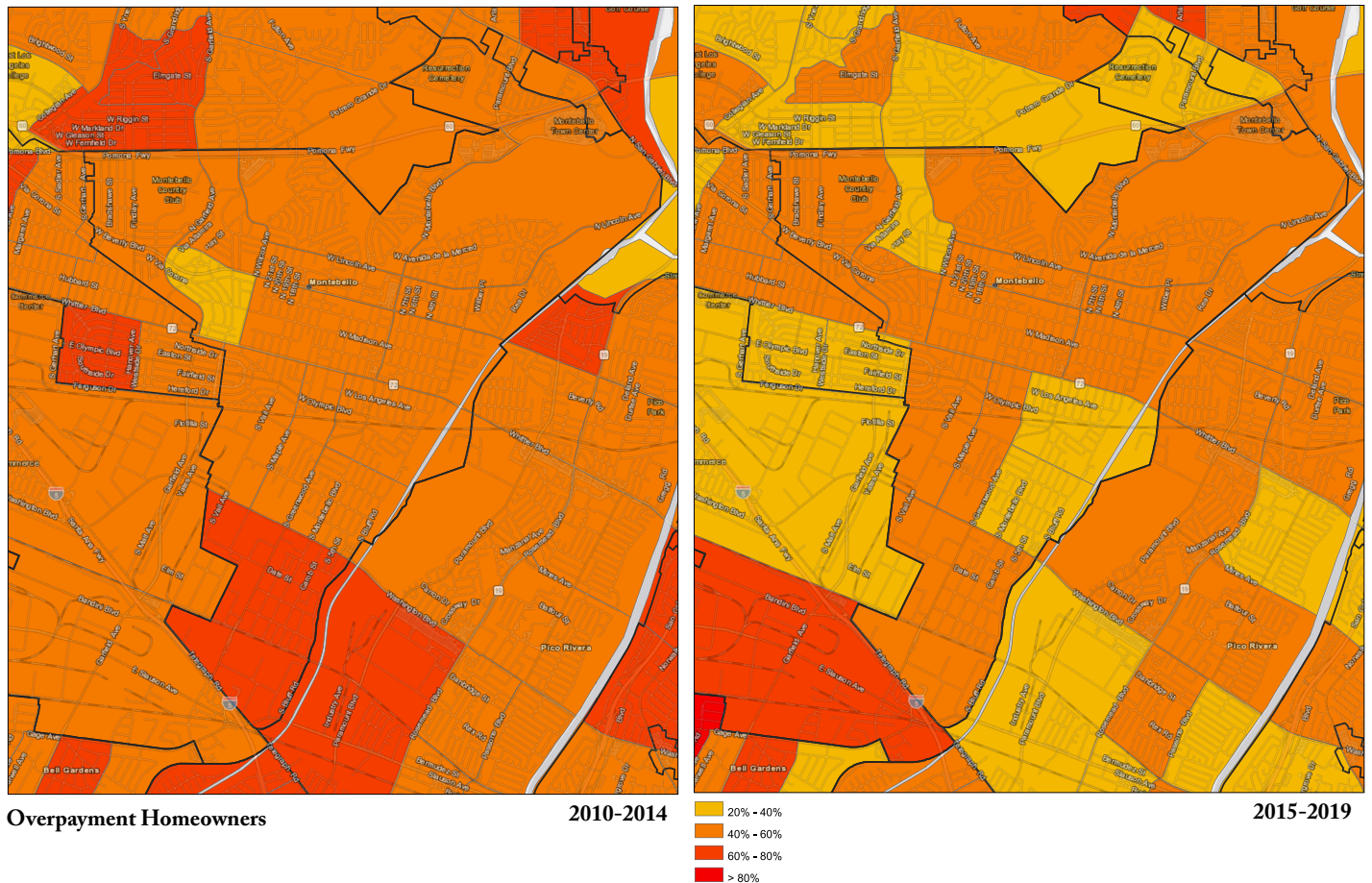


Figure 3.20. Overpayment Homeowners. Source: HCD AFFH Data Viewer.

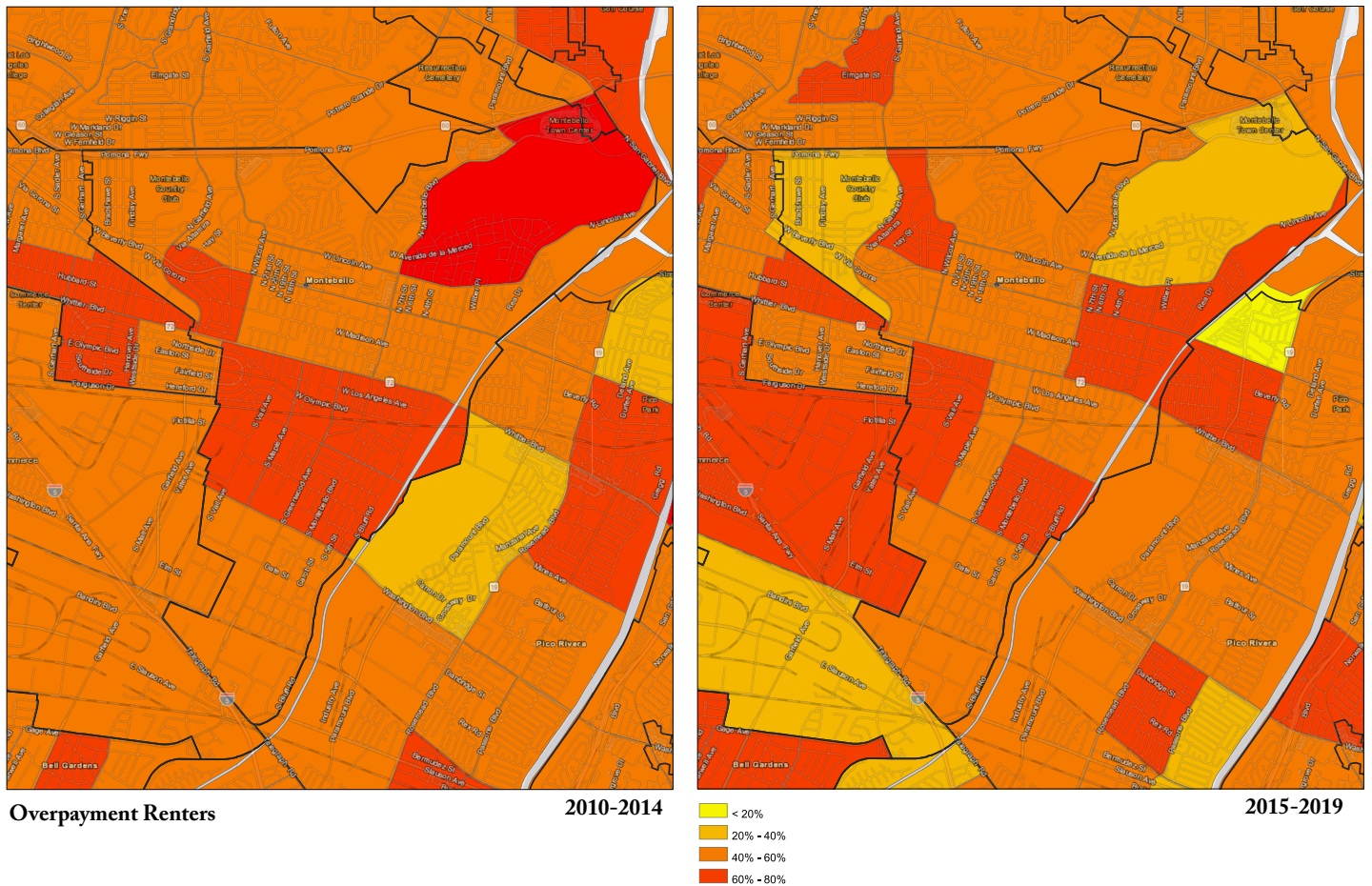


Figure 3.21. Overpayment Renters. Source: HCD AFFH Data Viewer.

Cost burden trends for renter-occupied households is shown in Figure 3.21. Since the 2010-2014 ACS, the proportion of cost burdened renters has decreased throughout the City.

All identified sites to meet RHNA will have appropriate General Plan recommendation and clear and precise objective

zoning standards within a year of the Housing Element adoption. Predictable process and outcomes will encourage more very low- or low-income housing in the City to aid in lowering the percent of disproportionate housing needs experienced by protected classes.

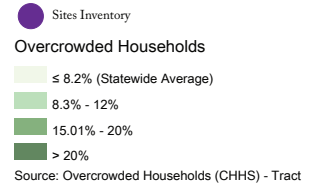
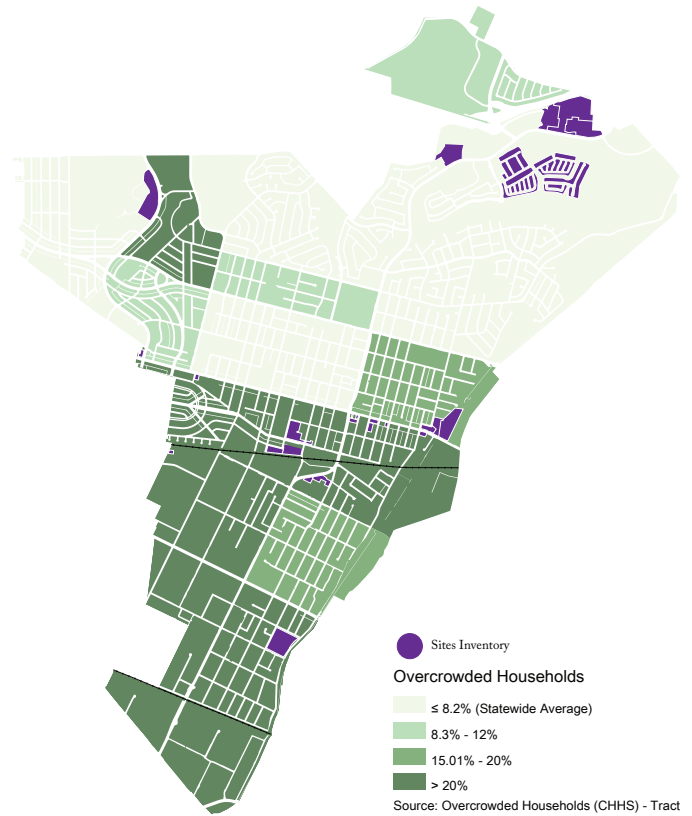
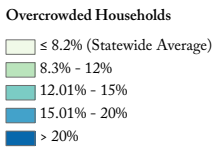
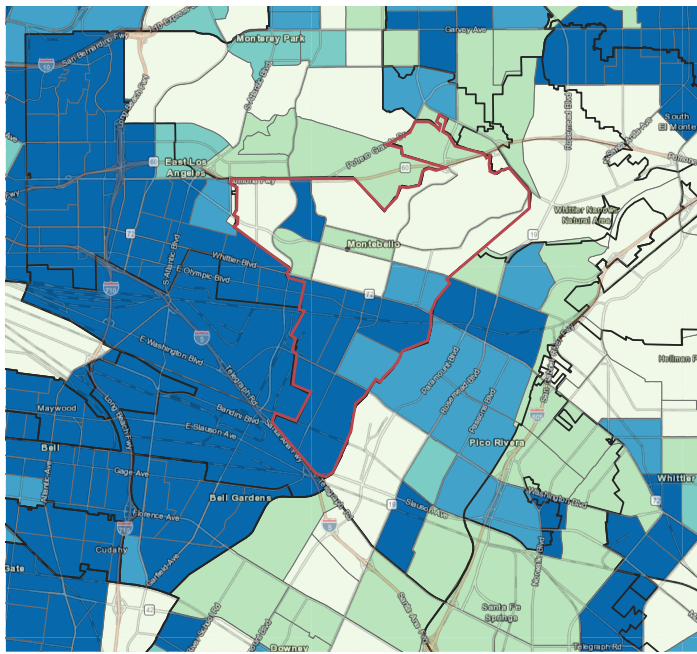


Figure 3.22. Overcrowded Households in the Region.

Figure 3.23. Overcrowded Households.

B. Overcrowding

Figure 3.22 shows concentrations of overcrowded households by tract regionally. Overcrowded households are most concentrated to the west and southeast of Montebello in East Los Angeles, Commerce, Bell Gardens, and Pico Rivera.

As discussed in the Community Profile of the Housing Element, 6% of owner-occupied units and 18% of renter dwelling units in Montebello are overcrowded. The rate of overcrowding is far greater for very low-income households. The census tracts with a higher concentration of overcrowded households (>20 percent) are located in the southern portion and the northwestern area, east of Garfield Avenue (darkest green color on Figure 3.23). Overcrowding is defined as housing units where there is more than one person per room, suggesting there is a disproportionate need for affordable, larger housing units in these census tracts. Within the 2021-2029 Housing Element, Program #6 is aimed at providing incentives and support for affordable housing, including larger units for families to reduce instances of overcrowding.



C. Substandard Housing Conditions

Incomplete plumbing or kitchen facilities can be used to measure substandard housing conditions. In Montebello 130 households lack complete plumbing facilities, 214 households lack kitchen facilities, and 366 households have no telephone services. The percentages are relatively low and comparable to the County.

	LA County		Montebello	
Lacking complete plumbing facilities	15,082	0.5%	130	0.7%
Lacking complete kitchen facilities	50,264	1.5%	214	1.1%
No telephone service available	57,649	1.7%	366	1.9%

Table: 3.6. Substandard Housing Conditions. Source: ACS 2019 5-year Estimates Data Profiles.

Housing age can also be used as an indicator for substandard housing and rehabilitation needs. In general, residential structures over 30 years of age require minor repairs and modernization improvements, while units over 50 years of age are likely to require major rehabilitation such as roofing, plumbing, and electrical system repairs.

Table 2.14 and Figure 3.24 shows that about 64.7% of all housing units in Montebello were constructed prior to 1970, compared to about 60.5% of those in the County as a whole.

Code Enforcement

The City's Code Enforcement Division enforces compliance with current building and safety standards as well as state and local laws intended to alleviate public nuisances. The Code Enforcement Division seeks to maintain a high quality of life for residents and visitors by addressing health and safety hazards, visual blight and other deficiencies in the current housing stock.

Most code enforcement activities are either complaint-driven or the result of observations of City staff. An estimated 20-25% of housing units that are inspected by Code Enforcement staff are found to be substandard and in need of rehabilitation. This estimate is based on Code Enforcement observations of typical enforcement activities and age of the City's housing stock.

The Code Enforcement Division pro-actively initiates and responds to complaints regarding municipal code violations; conducts initial and follow-up inspections; issues notice of violations, issues administrative citations for non-compliant properties, and forwards to the City Attorney's office for possible prosecution. The primary goal is to gain voluntary compliance through education prior to any citation being issued.

The City is divided into three geographic areas with an assigned officer:

- East quadrant is north of Olympic Blvd and East of Howard/12th;

- West quadrant is north of Olympic Blvd and West of Howard/12th; and
- South quadrant is South of Olympic Blvd.

The East and West areas of the City receive a majority of complaints related to general property maintenance violations and graffiti. The type of violations include: trash cans stored in public view, overgrown vegetation and outdoor storage of personal items. The average time to close a case for these type of violations in these areas is approximately 22 days.

In addition to property maintenance violations and graffiti, the South portion of the City receives increased complaints related to illegal dumping, parking violations and homeless encampments. The average time to resolve a property maintenance violation in the South portion of the City is 30 days.

Increased overcrowding in the City reduces the ability to conduct pro-active enforcement which diminishes the overall health and safety of the community. More city programs are needed to assist residents and business owners in gaining compliance.

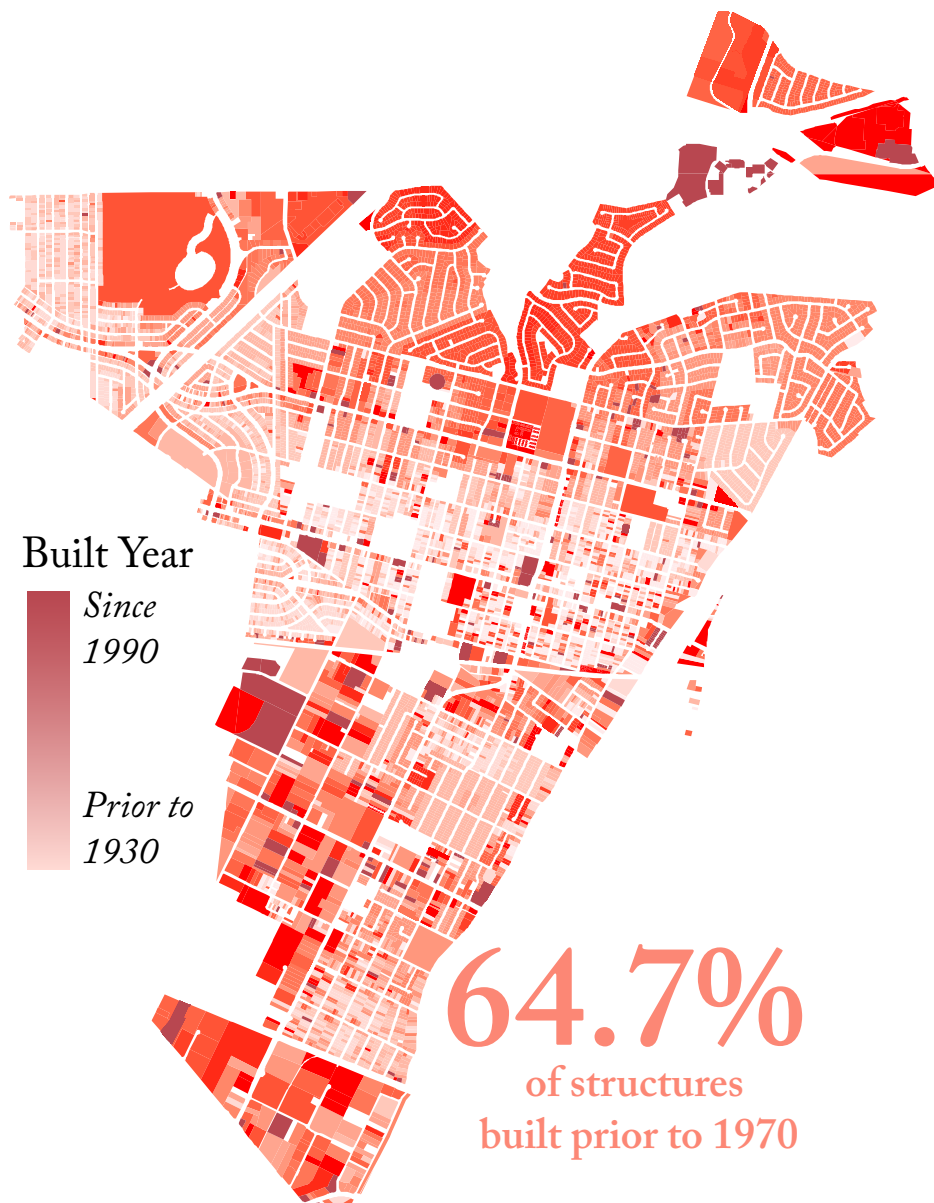
During the 2021-2029 Housing Element Planning cycle, Code Enforcement Division will continue to increase proactive enforcement throughout the City. Additional resources will be needed to pro-actively address and concentrate on sub-standard housing complaints. In addition, the need to work closely with the Housing Division to identify abandoned properties for abatement or assistance will be necessary.

Windshield Survey: On April 14, 2022, the City Staff conducted a windshield survey of over 200 homes to document the number of residential units that are in need of rehabilitation or replacement. The northern portion is recently built and the structures are in relatively stable conditions. The City Staff surveyed the following neighborhoods in the southern portion of the City:

1. Southeast portion of the intersection of Whittier Boulevard and Greenwood Avenue;
2. Southeast portion of the intersection of Olympic Boulevard and Greenwood Avenue;

3. Southwest portion of the intersection of Bluff Road and Mines Avenue; and
4. Southeast portion of the intersection of Montebello Boulevard and Jacmar Drive.

Based on the neighborhoods surveyed, Staff identified a total of 66 housing units that were found to be substandard and in need of rehabilitation. Staff observed that the majority of homes were in need of a new roof or stucco repair. Many residential units, while still habitable, were showing various stages of disrepair.

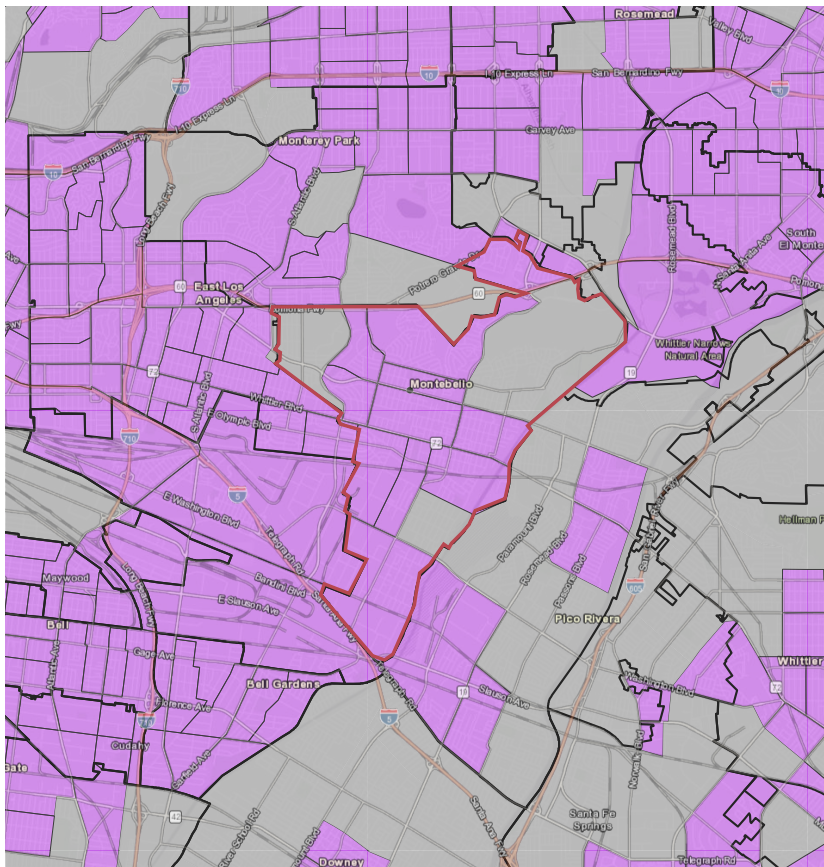


Before (top) and after (bottom) image of 1914 W. Victoria Ave. An example of a property brought into compliance through code enforcement actions.

Figure 3.24: Age of Housing Stock

Housing units built prior to 1978 may contain lead-based paint in deteriorated condition. Lead-based paint becomes hazardous to children under age six and to pregnant women when it peels off walls or is pulverized by windows and doors opening and closing. The City of Montebello provides to the public educational

resources related to lead-based paint hazards through the Annual Action Plan, brochures distributed and public announcements. All CDBG- and HOME-funded housing programs and projects have incorporated lead-based paint hazard reduction efforts.



Sensitive Communities (UCB, Urban Displacement Project)

■ Vulnerable ■ Other

Figure 3.25. Sensitive communities in the region at risk of displacement.

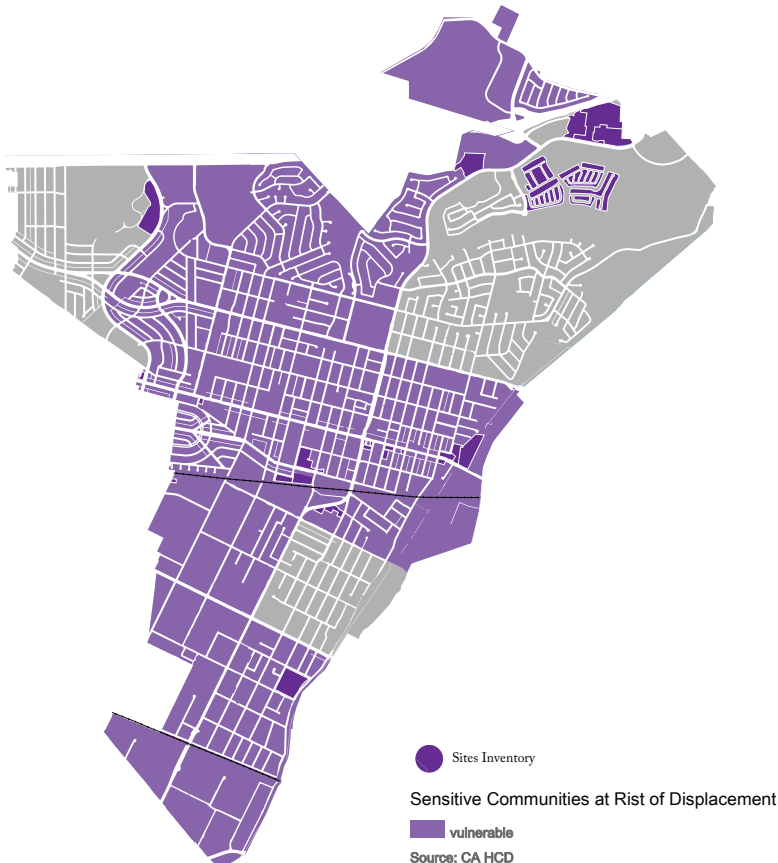


Figure 3.26. Sensitive communities at risk of displacement.

D. Displacement

HCD defines sensitive communities as communities that “currently have populations vulnerable to displacement in the event of increased development or drastic shifts in housing cost.” The following characteristics define a vulnerable community:

- The share of very low income residents is above 20%; and
- The tract meets two of the following criteria:
 - » Share of renters is above 40%,
 - » Share of people of color is above 50%,
 - » Share of very low-income households (50% AMI or below) that are severely rent burdened households is above the county median,
 - » They or areas in close proximity have been experiencing displacement pressures (percent change in rent above County median for rent increases), or
 - » Difference between tract median rent and median rent for surrounding tracts above median for all tracts in county (rent gap).

Figure 3.25 shows sensitive communities at risk of displacement in the region. City of Los Angeles, East Los Angeles, and parts of the San Gabriel Valley are vulnerable communities around Montebello.

HCD has identified multiple tracts in Montebello with populations that may be vulnerable to displacement in the event of increased redevelopment or drastic shifts in housing cost (Figure 3.26). These tracts also have higher concentrations of racial/ethnic minorities, LMI households, and cost burdened renters.

The majority of new growth in this Housing Element is directed in high and moderate resource areas (see Figure 3.15). This takes pressure off sensitive communities vulnerable to displacement. By welcoming homes where they are most desired, and where land values are highest, Montebello will channel much of a city’s growth into its opportunity-rich quarters.

E. Homelessness

The Los Angeles Homeless Services Authority (LAHSA) estimates there were 66,436 persons experiencing homelessness in the Los Angeles County, according to the 2020 Greater Los Angeles Homeless Point-in-Time (PIT) Count. Figure 3.27 shows the Los Angeles County homeless populations from 2015 to 2020. Approximately 72% of the homeless population is unsheltered and 28% is sheltered. The homeless population has increased nearly 50% since 2015, and 12.7% since 2019. As of January 2020, the total Los Angeles County population has increased by only 0.5% since 2015 and decreased by 0.1% since 2019 according to Department of Finance (DOF) estimates.

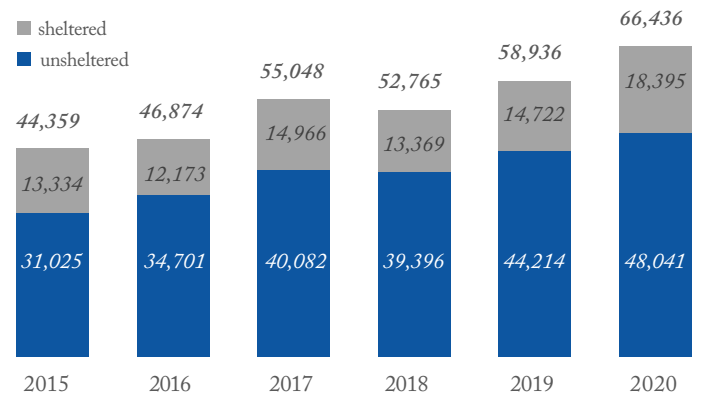


Figure 3.27. Source: Los Angeles Homeless Services Authority (LAHSA), 2015–2020 LA County/LA Continuum of Care (CoC) Homeless Counts.

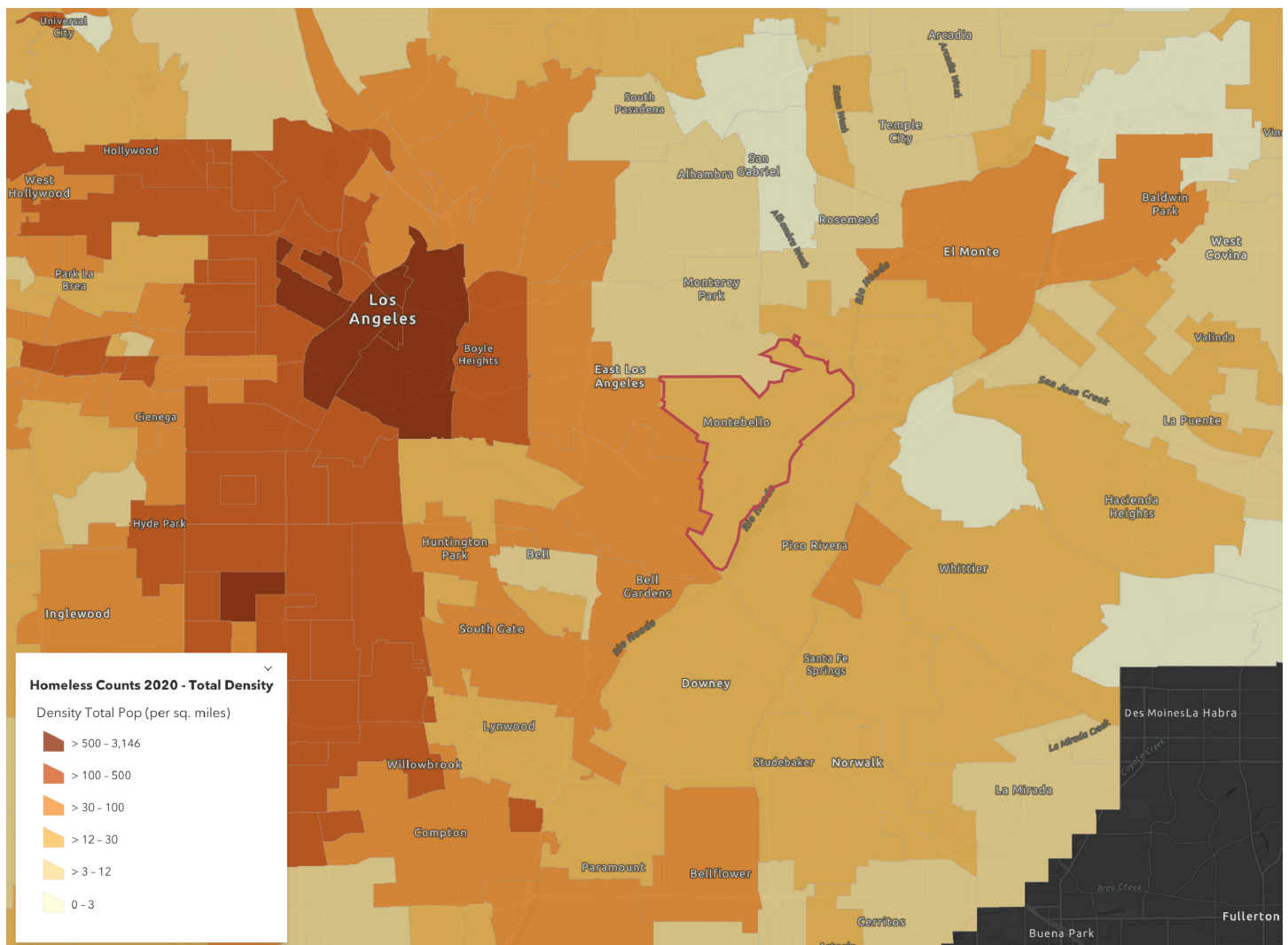


Figure 3.28. Los Angeles County Homeless Count Density (2020). Source: Los Angeles County Homelessness & Housing Map (based on 2020 LAHSA Homeless PIT Count), 2021.

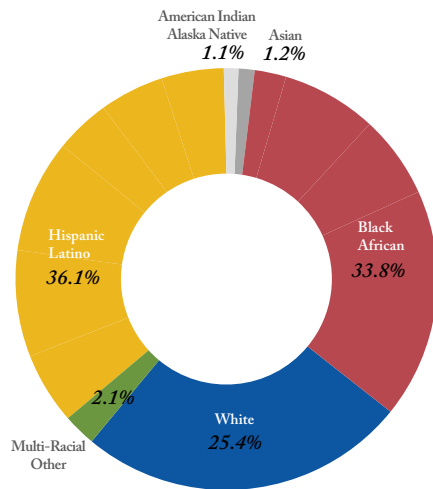


Figure 3.29. Los Angeles CoC Homeless Population by Race/Ethnicity

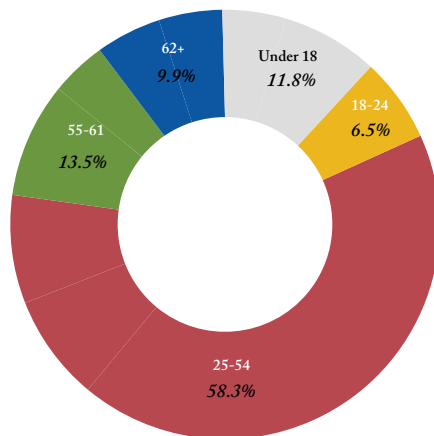


Figure 3.30. Los Angeles CoC Homeless Population by Age

Special Needs Group	Sheltered	Unsheltered	Total
Developmental Disability	32.1%	67.9%	5,292
Physical Disability	17.3%	82.7%	10,833
Family Members	76.3%	23.7%	12,416
62+	21.5%	78.5%	6,290

Table 3.7. Homeless Populations and Special Needs Groups. Source: LAHSA, 2020 LA Continuum of Care (CoC) Homeless Counts; 2015-2019 ACS (5-Year Estimates).

Table 3.7 shows 32% of homeless persons with a developmental disability, 17.3% with a physical disability, and 21.5% of homeless seniors are sheltered. Over 75% of family members are sheltered.

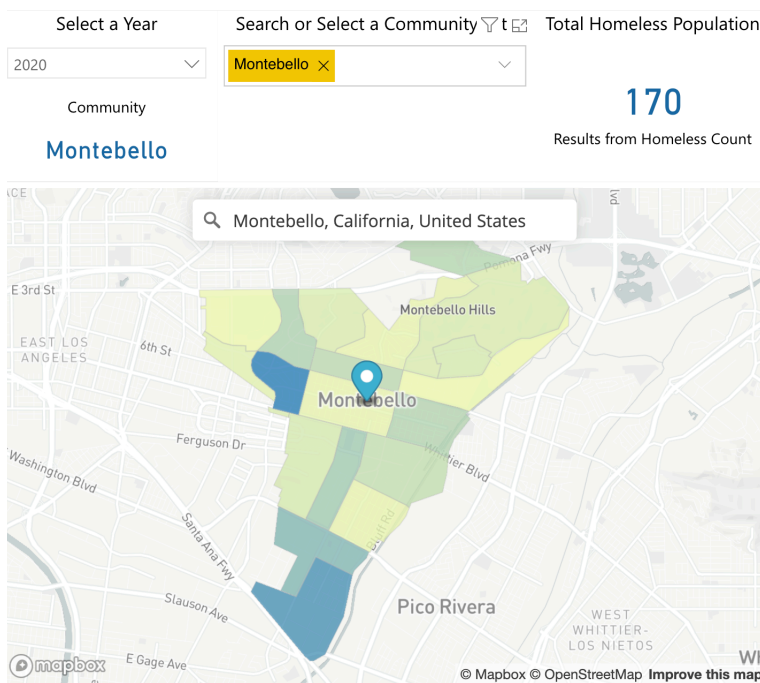
Figure 3.29 shows the Hispanic/Latino, Black/African American, and White populations make up the largest proportions of the homeless population.

Figure 3.30 shows adults aged 25 to 54 make up most of the homeless population. Children account for 11.8% of the homeless population.

I have growing concerns regarding the housing crisis and see a need for sustainable and equitable housing in Montebello. Extensive discussions during the Housing Element Update process allowed the partners to discuss and review existing conditions, barriers to accessing resources and support systems, trends, options, and opportunities for Transitional and Emergency housing. The result is the comprehensive Homeless Prevention Program for Montebello.

— Veronica Rodriguez-Cabrera, LCSW
Community Housing Expert
Montebello Housing Task Force Member

Please READ 'User Guide & Methodology' for dashboard information, usage, and interactivity on tab two of two (see at bottom).



Some data are excluded from Community/City totals, including unsheltered unaccompanied minors (under 18 years old), unsheltered transitional age youth (18 – 4 years old), persons in domestic violence shelters, and persons receiving motel vouchers. **Note:** Because of the interactive nature of the dashboard and exclusion of some categories, we do not recommend citing the LAHSA Homeless Count City/Community Dashboard as the official count. *** Hollywood and Venice boundaries reflect homeless point-in-time count boundaries for volunteers - please see data summaries for official count numbers.

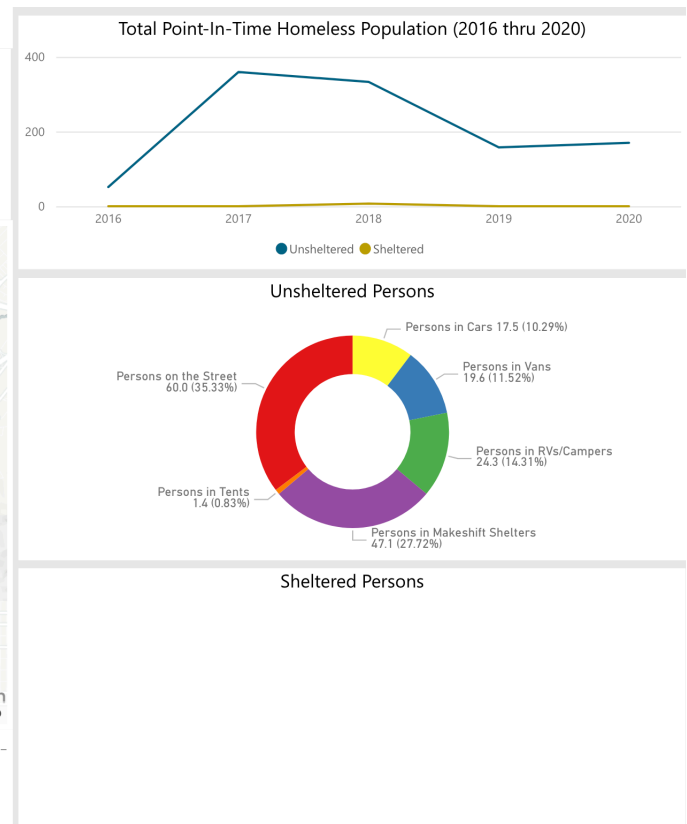


Figure 3.31. Estimates from the 2020 Greater Los Angeles City/Community Homelessness dashboard. Source: LAHSA 2020 Homeless Count by Community/City.

City of Montebello collaborates with several nonprofit and other agencies that provide shelter and supportive services. The Los Angeles metropolitan area is served by LAHSA SPA 7, which comprises the eastside of the County of Los Angeles, and includes Montebello. Figure 3.31 is LAHSA's summary of the homeless population in Montebello. The tracts in the south and southwest portions of the City had the largest homeless popula-

tions based on the 2020 PIT Count.

The number of homeless in Montebello has fluctuated in the last six years (see Table 2.2). It was as low as 52 in 2016, then jumped to 359 in 2017, decreasing to 158 in 2019 and increasing slightly to 170 in 2020.

C. SUMMARY OF FAIR HOUSING NEEDS

Table 3-5, below, shows a summary of the issues identified in this Assessment of Fair Housing. Fair housing issues are most concentrated in tracts on the southern side of the City along the northwestern border west of Garfield Avenue, where there are

higher concentrations of racial/ethnic minorities, LMI households, and cost burdened renters. These areas are also considered vulnerable communities at risk of displacement. One of the tracts in the southern area is categorized as a moderate resource area.

Fair Housing Issue		Proposed Programs
1	Enforcement and Outreach	
Enforcement and Outreach	HRC provides fair housing services, including outreach and education, to the Los Angeles Urban County including Montebello. In Q1 and Q2 of 2020, the HRC assisted 48 Montebello Households. Most of the individuals were of income below 80% of AMI, two were female heads of households, five were seniors, five were disabled, and 60.4% were Hispanics/Latino. Five households contacted HRC with housing discrimination concerns — four implicating discrimination based on physical disability, and one on mental disability. Of the general landlord-tenant questions posed by Montebello residents, the majority addressed rent increases, repairs and substandard conditions.	Program # 14: The City will continue to contract with the Housing Rights Center to provide a range of enforcement and outreach activities aimed towards discouraging discriminatory housing practices.
2	Integration and Segregation	
Race/Ethnicity	The racial/ethnic minority population has grown since 2010 in most Montebello block groups.	Program #6: The sites in the inventory are distributed citywide with a focus on high resource areas to increase socio-economic mobility and access to resources.
Income	61.4% of Montebello households earn less than 80% of the county AMI, compared to 51.6% countywide. Block groups along east-side of Garfield Avenue in the northwest corner of the City, and the westside of Greenwood Avenue in the southern section of the City show LMI populations exceeding 75%.	Program #6: The sites in the inventory are distributed citywide with a focus on high resource areas to increase socio-economic mobility and access to resources. Program # 9: The City will amend zoning standards to allow a range of housing types affordable to a range of incomes.
Familial Status	38.3% of Montebello households have one or more child under the age of 18. The City's share of households with children is larger than LA County (33%). 6.6% of households in Montebello are single female-headed households with children, higher compared to the county (5.1%).	Program # 6: Seeks to increase the supply of affordable housing for larger units for families.
Disability	12.4% of Montebello residents experience a disability, compared to 9.9% in the County.	Program # 15: The City will adopt a Reasonable Accommodation Ordinance to provide exception in zoning and land-use regulations for housing and/or improvements for persons with disabilities.
3	Racially or Ethnically Concentrated Areas of Poverty	
Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs)	There are no R/ECAPs in Montebello; there are also no tracts categorized as areas of high segregation and poverty by the Fair Housing Task Force.	No program necessary.
Racially/Ethnically Concentrated Areas of Affluence (RCAAs)	No tracts in Montebello are predominantly White. No block groups in the City have median incomes exceeding \$125,000. None of the block groups in the City are considered RCAAs.	No program necessary.
4	Access to Opportunities	
Economic	Two census tracts in the central area received a lower economic score.	Program #6: The sites in the inventory are distributed citywide with a focus on higher resource areas to increase socio-economic mobility and access to opportunities.
Education	The northwest and southern tract of the City received a lower education score of 0.25 to 0.50. The rest of the City tracts received the lowest education scores of less than 0.25.	
Environmental	Tracts in the northeastern, and southern corners of Montebello received environmental scores in the lowest quartile.	
Transportation	Employment opportunities are very accessible for most block groups in the City. Employment opportunities are slightly less accessible on the northeastern portion of the City.	

	Fair Housing Issue		Proposed Programs
5	Disproportionate Housing Needs		
	Cost Burden	Cost burden is high. However, trends for both owner-occupied and renter-occupied households show a Citywide decrease.	Program #6: Identifies sites for 5,778 mixed-income units that will ease the demand that drives purchase and rental prices up.
	Overcrowding	6% of owner-occupied units and 18% of renter dwelling units are overcrowded. The rate of overcrowding is far greater for very low-income households. The census tracts with a higher concentration of overcrowded households (>20 percent) are located in the southern portion and the northwestern area, east of Garfield Avenue.	Program #6: Identifies sites for 5,778 mixed-income units so a greater number of people could have their own place, and ease overcrowding.
	Substandard Housing Conditions	Less than 2% of households lack complete plumbing or kitchen facilities in the City. Montebello has an aging housing stock, where about 64.7% of all housing units were constructed prior to 1970, compared to about 60.5% of those in the County as a whole.	Program #1: Continue code enforcement activities to bring substandard housing units into compliance with City building and zoning codes. Program #2: Seeks to facilitate rehabilitation of five housing units annually or 40 units during the planning period.
	Displacement	Multiple tracts in the City are considered vulnerable communities at risk of displacement.	Program #6: The sites in the inventory are distributed citywide with a focus on higher resource areas. This will take pressure off sensitive communities vulnerable to displacement. Many of the opportunity sites are infill commercial sites along the corridors. Redevelopment of these sites would not displace any residents.
	Homelessness	The tracts in the south and southwest portions of the City had the largest homeless populations based on the 2020 PIT Count.	Program #5: Seeks to avoid or exit homelessness quickly by either retaining the house or using other housing strategies to ensure people move into permanent and stable accommodations that are affordable, safe, and appropriate with the support they need to thrive.

D. IDENTIFICATION AND PRIORITIZATION OF CONTRIBUTING FACTORS

The purpose of AFFH is to take proactive steps to address longstanding patterns of segregation, discrimination, and disinvestment. Established neighborhoods of Montebello today are largely the result of decades of structural racism deeply rooted in Federal, State, and local housing policies. Integration and segregation will not occur overnight. Simultaneously enacting all AFFH programs in this Housing Element at once is hardly possible given the limited and constantly shrinking resources and would also be undesirable in terms of the economic and

social upheaval it would entail. However, based on community input and dialog it is clear that past and current exclusionary and discriminatory processes are no longer acceptable *modus operandi* in the future. The Housing Element provides a framework for the community to prioritize policy reforms and zoning amendments based on impact and ease of adoption. The following are contributing factors and corresponding programs and actions proposed to promote and enhance fair housing choice in Montebello.

Priority	Contributing Factor	Nexus to Fair Housing Issue	Program Action	Metrics and Milestones
1. Lack of Housing Opportunities in High Resource Areas and Housing Mobility				
1	Underinvestment in low-income areas Patterns of public and private investments including redevelopment programs	Southern areas of Montebello experience a disproportionate level of poverty, cost burden, overcrowding, environmental risks, and limited mobility options. This is particularly striking since the dense and lower resource southern portion contributes more property tax revenue per acre to then the higher resource, and less dense northern area of the City. Lack of infrastructure limits opportunities to develop housing.	The General Plan update and Downtown Specific Plan underway (see Program 6), and the recently adopted Parks Master Plan seek to increase resources and improve access to existing resources. Some of the resources include light rail station, improved public facilities, new parks, enhance access to the regional trail and park system, complete streets, and strategies to address air and water quality. Subsequent citywide zoning amendments to accommodate variety of housing types and neighborhood serving uses tailored to disadvantaged communities (see Program 6 and 9) and Capital Improvement Plan will coordinate enhancement of public resources with new development.	The Parks Master Plan was adopted in 2021. The General Plan and Downtown Specific Plan is target for adoption in January 2023.
2	Policies and zoning regulations that promote socioeconomic segregation. Past practices of nationwide redlining, documented evidence of racially restrictive covenants, and lending discrimination.	Exclusionary zoning laws with minimum lot size and setback requirements, prohibitions on multi-family homes, and limits on the height of buildings has created pockets of concentrated prosperity and poverty. This has prevented low-income families from having access to the education and employment opportunities typically found in prosperous neighborhoods in Montebello.	Amend the Zoning Code to facilitate a variety of housing types in low density zones. Facilitate targeted investment in underserved communities through General Plan and Specific Plans. The City is actively leveraging public lands such as golf course for affordable units in high-resource areas (Site # 8 on the site inventory list). Locate majority of the RHNA's very-low and low-income units in high resource areas. The proposed Inclusionary Zoning Ordinance will require, and the proposed Density Bonus Ordinance will provide incentive for new development to include percentage of affordable housing on larger sites within the high resource areas (see Program 8). Facilitate developments that include large units (with three or more bedrooms). A potential policy update may be requiring a mix of unit sizes (number of bedrooms) for projects above a certain size. Establish a pilot program to providing funding (grants or loans) in exchange for the deed restriction of housing units for low income households, targeting units in high resource areas.	The General Plan and Downtown Specific Plan is target for adoption in January 2023. Rezoning will be completed within one year of adoption of the Housing Element. By 2025, the City will identify and begin implementing the incentives to promote deed restricted ADUs being built for lower- and moderate-income households. Inclusionary Zoning and Density Bonus Ordinance will be adopted within one year of adoption of the Housing Element. Monitor housing production to determine the geographic distribution of units. Provide annual reporting on the ratio of unit production in these sensitive areas relative to city wide production. Establish pilot program by the end of 2023.

Priority	Contributing Factor	Nexus to Fair Housing Issue	Program Action	Metrics and Milestones
2. Displacement Risk				
1	Households are directly forced to move for reasons such as eviction, foreclosure, natural disaster, or deterioration in housing quality. Increased market demand for luxury apartments and single-unit housing is causing housing costs to rise dramatically. Lack of economic mobility for marginalized residents.	Housing cost burden increases the risk of displacement. Cost-burdened households may choose to move to a more affordable area or they may be forced to move by eviction or foreclosure -- as a result of their inability to continue paying for housing. Severe housing cost burdens among households in the lowest income categories generally indicate households at the greatest risk of displacement with the potential to become homeless.	Code enforcement program will bring substandard housing units into compliance with City building and zoning codes (Program 1). Montebello will preserve and conserve the City's affordable housing stock. The City will annually identify funding sources for at risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis. If conversion of units is likely, the City will work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the HUD Housing Choice Voucher (Section 8) program (see Program 3) Rental assistance will complement construction of affordable housing by providing immediate, flexible relief to vulnerable households (see Program 4). The Housing Rights Center will assist the City in enforcing tenant protection laws (see Program 14). Strategic preventive measures will reduce the risk of homelessness, by addressing the elements that contribute to this risk and by establishing protective factors that contribute to reducing social and health inequities (see Program 5).	The City will continue to implement the code enforcement program to inspect and bring 50 housing units per month into compliance with City building and zoning codes. The City will facilitate rehabilitation of five housing units annually or 40 units during the eight year planning period. The City will annually monitor the status of the 372 affordable housing units that are at risk of converting to market-rate during the 2021-2029 Housing Element planning period and if any become at risk, work with property owners to develop a strategy to maintain any at-risk as affordable. The City will continue to encourage local landlords to accept rental vouchers. Benefits of the Housing Choice Voucher program will be included in the City's newsletter. The HRC will conduct 2-3 workshops per year on fair housing rights and resources in areas at risk of displacement. Fair Housing information will be posted on the City's website within six months of the adoption of the Housing Element. The Homelessness Prevention Toolkit will be developed within two years of the adoption of the Housing Element.
2	Households are indirectly compelled to move by rising housing costs, or lack of affordable housing.	Housing cost burdens and shortages in affordable and available rental housing increase risks of economic displacement. Low-income renters in Montebello pay a disproportionate share of their income for housing expenses. Families with children have a higher cost burden than single-person household.	To ease the demand that drives purchase and rental prices up, Montebello is pursuing construction of mixed-income and diverse housing options (see Program 6). The City plans to increase supply and reduce displacement by permitting housing on underperforming commercial corridor sites -- redeveloping strip malls entails no direct displacement as no one lives there yet. Reach out to interested developers, facilitate any necessary zoning amendment, and offer priority processing of entitlements and permits for the City-own sites, and assist, support, and pursue funding applications proactively working with housing developers to identify development opportunities for extremely-low, very-low, low- and moderate income housing and offer priority processing for entitlements and building permits. Affordability requirements and incentives will deliver affordable, income-restricted housing at no cost to the public (see Program 8).	Rezoning will be completed within one year of adoption of the Housing Element. Inclusionary Zoning and Density Bonus Ordinance will be adopted within one year of adoption of the Housing Element.

E. SITE INVENTORY & AFFH

Montebello's families of low-income and color find the city's high opportunity areas out of reach. Limited housing stock and new construction has increase cost of housing and shrunk the affordable housing options. The City has been challenged to keep pace with increasing demand due to restrictive zoning, legal and political opposition from residents, escalated construction costs, and shrinking federal and state investment in affordable housing. The racial and economic segregation has continued unchallenged for decades.

Montebello needs to build more housing, and expand investments for the unhoused. Montebello's affordable housing vision and strategy is based on the City's housing needs, affordability gap analysis, existing community assets, and available resources. Several broad policies establish the framework for the City's housing strategy as applied to new construction, preservation, rehabilitation, and other housing program objectives.

The proposed housing units on the site inventory are distributed throughout the City. A majority of the housing units are identified on parcels located within the high resource areas. Combination of redevelopment of larger parcels, smaller infill development along corridors, and slow and steady construction of affordable ADUs will vastly improve socio-economic integration and access to opportunities. The City is currently updating its General Plan and developing a Specific Plan for its downtown area. In 2021, the City adopted a Parks Master Plan. All of these planning efforts together with the City's Capital Improvements Plan will increase resources and improve access to resources within the City and the Region. The existing and proposed housing units in low resource areas will benefit from this investment.

The new Downtown Montebello Specific Plan vision calls for a vibrant, more walkable, mixed-use, and transit accessible place with many cultural, dining, and retail options. A future light rail line is being studied for Washington Boulevard which will provide access to regional jobs and resources while attracting private investment to the southern portion of the City. Greenwood Avenue, redesigned as a complete street, will link the Downtown and proposed transit area along Washington Boulevard.

Additionally, the General Plan has a two part strategy to increase mobility from low to high resource areas and to provide more resources into lower income neighborhoods:

1. The first strategy seeks to integrate affordable housing in high resource income-segregated areas by:
 - Requiring new developments in high resource areas to increase housing choices by providing affordable housing units for the City's diverse cultures, lifestyles, abilities, family structures, and income levels; and
 - Promoting construction of accessory dwellings units in

single-family subdivisions.

2. The new General Plan and Downtown Plan, and the recently adopted Parks Master Plan identifies opportunities to increase transit access, parks, public facilities, and complete streets in historically low resource areas.

As shown in Figure 3.15, sites to accommodate the City's RHNA allocation are located in the higher resource areas in the northern portion of the City and along Corridors where significant enhancement to resources and access is planned. The impacts on patterns of socioeconomic and racial concentrations are further discussed below:

Improved Conditions: A variety of suitable sites to meet the City's RHNA allocation have been identified in the 2021-2029 Housing Element Update. Spatial analysis of the data available on the Affirmatively Furthering Fair Housing Data Viewer showed that the tracts with low to moderate income households, concentrated minorities, and housing problems were located in the southern and central tracts of the City (tracts 5322.00, 53202.02, 53201.01, 5318.00, 5321.01, 5301.01). As seen in Table 3.8 and Figure 3.15, a majority of identified sites are located within these tracts that experience socioeconomic or racial disparities in the City of Montebello. Redevelopment of the selected sites combined with the City's Comprehensive Housing Affordability Strategy, would be able to accommodate residential development of all income levels to further fair housing in the City of Montebello.

Exacerbated Conditions: Factors assessed in calculating realistic capacity included market demand, development trends, property or developer interest to redevelop the site, the size and location of the sites, testing potential development layouts, feasibility for lot consolidations where appropriate, the number of owners, and the existing and/or additional infrastructure improvements needed. The General Plan update, Downtown Specific Plan, and proposed zoning update contemplate increased densities at variety of income levels. A program EIR will be prepared for the General Plan update and Specific Plan. As a result, individual compliant parcels can tier off this EIR and not require additional environmental documentation removing a significant cost, time, and unpredictable hurdle to redevelopment of infill sites. The City together with an affordable housing development partner is currently pursuing grants to upgrade the cement sewer lines in the Downtown Area. The City's current site inventory and approach to accommodate future growth through comprehensive planning and zoning efforts is an effective strategy to meet the City's 2021-2029 RHNA allocation.

1. Segregation and Integration

The Census tracts with the highest concentration of low and moderate-income populations are also the highest concentration

	Census Tract HHs	RHNA Site Capacity			AFFH Indicators					
		Low	Moderate	Above Moderate	non-white	Income (LMI)	TCACHigh Segregation & Poverty	Overpymt	% of HH Overcrwd	Displacement
Tract 5302.02 (block group 2)										
805-865 Garfield Ave	1,270	25%	26.25%	48.75%	41%	63.18%	No	Renter: 26.20% Owner: 45.50%	5.91%	non-vulnerable
Tract 5300.05 (Block Group 1)										
1345 Montebello Blvd	1,264	53.7%	10.57%	35.71%	67%	33.07%	No	Renter: 49.80% Owner: 50.20%	0.83%	vulnerable
Tract 5300.03 (Block Group 1)										
Montebello Hills Specific Plan	961	0	6.58%	93.41%	39%	28.21%	No	Renter: 30.60% Owner: 44.80%	4.31%	non-vulnerable
2134 Montebello Town Center										
Tract 5301.01 (Block Group 1)										
140 E. Whittier Blvd	1,651	0	0	100%	47%	69.44%	No	Renter: 61% Owner: 48%	15.31%	vulnerable
116, 128, 129, 133, 136 N. Poplar Avenue		0	35.25%	64.74%						
104,116, 128 Whittier Blvd		0	0	100%						
Tract 5321.01 (Block Group 1)										
101/111 E Whittier Blvd	1,844	0	0	41%	50%	71.88%	No	Renter: 53.70% Owner: 30.30%	25.38%	vulnerable
401 W Whittier Blvd		0	33.33%	66.66%						
112-132 6th St, 501-525 Whittier Blvd		71.21%	9.84%	18.93%						
		Block Group 2								
501 S. Montebello Blvd		0	0	100%	45%					
		Block Group 3								
122 S. Montebello Blvd		0	34.61%	65.38%	52%					
715 W Whittier Blvd		0	40%	60%						
701 W Whittier Blvd		0	30%	70%						
1018 W. Olympic Blvd		0	33.33%	66.66%						
Tract 5318.00 (Block Group 3)										
113 N. Garfield Ave	1,304	0	0	44%	41%	72.82%	No	Renter: 61% Owner: 46.10%	32.63%	vulnerable
Tract 5320.01 (Block Group 1)										
2113 Whittier Blvd	914	0	0	100%	40%	68.4%	No	Renter: 63% Owner: 51%	21.99%	vulnerable
		Block Group 2								
2000 Flotilla Street		100%	0	0	42%					
Tract 5320.02 (Block Group 1)										
236/234 George Hensel Dr, 1100 & 1112 W. Olympic Blvd	1,001	0	0	100%	44%	83.96%	No	Renter: 59.10% Owner: 42.70%	31.91%	vulnerable
400 S. Taylor Ave		64.95%	12.25%	22.79%						
Tract 5322.00										
1105 S. Bluff Road	1,744	100%	0	0	38%	72.58%	No	Renter: 58% Owner: 56.50%	23.22%	vulnerable

Table 3.8. RHNA Site Capacity and AFFH Indicators

of minority races (in this case, a Hispanic majority). These tracts are located in the central and southern portion of Montebello (tracts 5322.00, 53202.02, 53201.01, 5318.00, 5321.01). The existing affordable units identified as at-risk units within these tracts are proposed to be preserved. The new units on the site inventory parcels include a range of housing types for various family incomes (see table 3.8). The City's place-based strategy to enhance the resources, amenities, and facilities in the central and southern areas of the City will preserve affordable housing in addition to developing other housing options in these areas will encourage a diverse housing market that will attract people from all races and income levels in these areas.

Improvements in the southern and central section include schools, parks, community resources, employment centers, transportation, and construction of a variety of housing types, which will increase access to higher wage earning. The new housing developments and associated improvements in the southern and central portions of the City will improve livability and provide well-rounded services for households with various income levels. Therefore, the selected RHNA sites would result in improved conditions.

The racial makeup of the census block groups where the selected RHNA sites are located is diverse (non-white population ranges from 38% percent to 67%). The lower income household tracts tend to be more racially diverse. The City's housing strategy is to implement a variety of evenly distributed housing types and affordability levels within each of the housing sites. As a result, the selected sites would improve diversity and would not concentrate affordable housing within areas of minority populations. In addition to a variety of housing opportunity, new resources and amenities, such as those implemented in the central and southern area, would be improvements to these areas and provide a benefit to the community. Therefore, selected RHNA sites would result in improved conditions.

2. Racially and Ethnically Concentrated Areas of Poverty and Affluence

While no racially/ethnically concentrated areas of poverty (per HUD's definition) were found in Montebello, some tracts with a high concentration of minorities and LMI populations were found in the southern parts of the city (tracts 5322.00, 53202.02, 53201.01, 5318.00, 5321.01, 5301.01). Tract 5302.02 in the northwest also had a higher LMI population. Many of the same tracts that have higher LMI population also have a higher ratio of non-white population. As identified in Table 3.8 below, the sites selected for RHNA allocation include a range of housing types for different incomes. The City's housing strategy is to implement a variety of evenly distributed housing types and affordability levels within each of the housing sites. By doing so, the selected sites would improve diversity and would not concentrate affordable housing within areas of high poverty. Therefore, selected RHNA

sites would result in improved conditions.

3. Disparities in Access to Opportunity

The southern and central portions (tracts 5322.00, 53202.02, 53201.01, 5318.00, 5321.01) of the City, a low-resource, diverse, lower-income, and dense segment of the community contributes more property tax revenue per acre than the high-resource, lower-density northern areas of the City. However, historically the public and private investments in Montebello have favored the northern tracts. As a result, the southern and central tracts having a disproportionate level of property, cost burden, overcrowding, environmental risks, and limited mobility options. Lack of improvements to public infrastructure, facilities, and amenities, impacts quality of life and quality of place which limits new housing construction.

Majority of the larger sites and resulting larger unit count on the sites inventory (see table 3.8) are proposed within the high resource areas. The General Plan update, Downtown Montebello Specific Plan, and the recently adopted Parks Master Plan are all targeting new resources such as light rail transit, parks, and improvements to the facilities and infrastructure within the low resources areas where the remainder of the units are identified.

The City's General Plan update and Downtown Montebello Specific Plan proposes a safe, interconnected, multimodal transportation system that meets the needs of all users, of all ages and abilities. These Plans call for public transit, quality pedestrian, and bicycle infrastructure to connect residents without vehicles to jobs, schools, and other critical services. Multimodal access to public transportation is proposed to support physical activity and reduces the most significant contributors to health-harming pollution and climate change.

The synergy of improvements to streets, schools, parks, community resources, employment centers, and transportation systems when carefully integrated with existing housing and a variety of new housing types will increase opportunity within the southern and central tracts of Montebello. Therefore, selected RHNA sites would result in improved conditions.

4. Disproportionate Housing Needs, including Displacement

Cost Burden: Since the 2000-2014 ACS, the proportion of cost burdened renters has decreased throughout the City, and the proportion of cost burdened homeowners has decreased in the southern portion of the City. All identified sites to meet RHNA will have appropriate General Plan recommendation and clear and precise objective zoning standards within a year of the Housing Element adoption. Predictable process and outcomes will encourage more very low-or low-income housing in the City to aid in lowering the percent of disproportionate housing needs

experienced by protected classes.

Overcrowding: In Montebello, overcrowding occurs in 6% of owner-occupied units and 18% of renter dwelling units. The rate of overcrowding is greater for very low-income households. The census tracts with a higher concentration of overcrowded households are located in the southern portion and the northwestern area, east of Garfield Avenue (tracts 5322.00, 53202.02, 53201.01, 5318.00, 5321.01, 5301.01, and 5302.02). Overcrowding is defined as housing units where there is more than one person per room. Therefore, the site inventory has identified a range of housing types that can accommodate larger families in these census tracts.

Displacement: As is consistent with surrounding cities in Los Angeles County, Montebello has multiple tracts (tracts 5300.05, 5300.03, 53201.01, 5318.00, 5321.01, 5301.01, 5302.02, and 5322.00) with populations that may be vulnerable to displacement (Figure 3.26). These tracts also have higher concentrations of racial/ethnic minorities, LMI households, and cost burdened renters. The majority of new growth in the Site Inventory is

directed in high and moderate resource areas (see Figure 3.15). This takes pressure off sensitive communities vulnerable to displacement. By welcoming homes where they are most desired, and where land values are highest, Montebello will channel much of a city's growth into its opportunity-rich quarters.

Homelessness: The tracts in the south and southwest portions of the City had the largest homeless populations based on the 2020 PIT Count. The site inventory includes an approximately 0.49 acre site located in the southwest corner of the parking lot at the Montebello/ Commerce Metrolink Station to allow 25 tiny homes to assist homeless individuals within the City. This is a joint program with San Gabriel Valley Regional Housing Trust (SGVRHT), the San Gabriel Valley Council of Governments (SGVCOG), and the City of Montebello.

There are no provisions that would deter accommodating very low- or low-income housing in the City to aid in lowering the percent of disproportionate housing needs experienced by protected classes.

F. TARGETS FOR AFFORDABLE UNITS IN HIGHER RESOURCE AREAS

	Income Category				
	Very Low	Low	Moderate	Above Moderate	Buffer
2021-2029 RHNA Allocation	1,314	707	777	2,388	
Proposed Housing Element Target	1,317	714	860	5,778	11.4% ↑

Table 3.9. RHNA Allocation and Proposed Targets for Housing Element

	Very Low	Low	Total
2021-2029 RHNA Allocation	1,311	705	2,016
Housing Element Site Inventory			
Pipeline Units	130	70	200
Housing Opportunity Areas	719	405	1,124

Table 3.10. Proposed Housing Targets in Higher Resources Area

In accordance with SCAG's RHNA Allocation Plan, the City's 2021-2029 Housing Element must accommodate a total of 5,186 units, of which 2021 units must be affordable to lower income households (Very Low and Low).

To ensure that sufficient capacity exists in the Housing Element to accommodate the RHNA throughout the planning period, the draft plan sets a target capacity of 5,778 units that is 11.4% higher than the RHNA requirements. This includes sites that were identified through three key components, including expected development potential on vacant and underutilized sites, planned and approved development projects, and non-site-specific development potential that provide additional alternative means of meeting the RHNA.

AFFH: Metrics (see Program 14)

- Minimum 25% of CDBG funds will be spend in making improvements within areas of low resources.
- The City will direct CDBG and HOME funds to annually rehab and preserve two households and to acquire and rehab property for low-income housing.
- The City will add 8 acres of new parks in the next 8 years in lower resource areas of the City — at an average of 1 acre of new park every year for the next eight years.

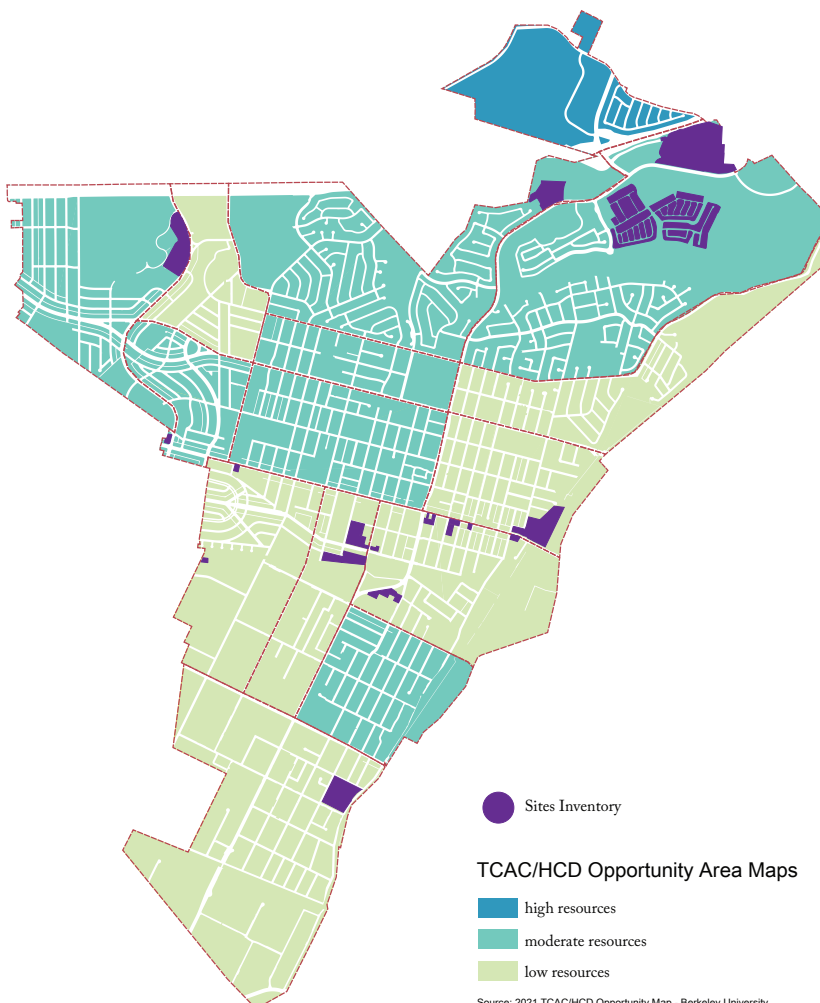


Figure 3.32. Site Inventory on TCAC/HCD Opportunity Area Maps

In addition to identifying sites to accommodate the RHNA Allocation, cities must evaluate the sites to determine consistency with requirements to Affirmatively Further Fair Housing (AFFH). Specifically, the plan must contextualize the distribution of sites in relation to historical patterns and trends of socio-economic characteristics and racial/ethnic concentrations of poverty and affluence. The goal is to have identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns, and ultimately transforming racially and ethnically concentrated areas of poverty into areas of opportunity. In line with guidance provided by the state, the table below uses the TCAC/HCD Opportunity Map and index to analyze the distribution of identified sites and unit potential in relation to the overall citywide distribution of areas with higher resources (or opportunity).

Table 3.11 sets annual targets for achieving the RHNA allocations for the next eight years. Over 56% of very low and low income units are proposed within the higher resources area. The units within the first four years are pipeline units that are at various stages of the entitlement process.

The City will adopt an Inclusionary Zoning Ordinance that requires all new development to provide a percentage of affordable housing on-site, occasionally allowing for an in-lieu fee to fund off-site affordable housing instead. With the Inclusionary Zoning Ordinance, about 20% of all housing units produced annually will be for extremely low, very low, and low income households -- i.e. about 100 units annually (see Program 8).

The City will adopt an Ordinance by 2023 allowing lot splits and duplexes under the parameters of SB 9, and pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9. The City estimates about 5 lot splits annually.

Montebello will monitor housing production to determine the geographic distribution of units, especially lower income units, to be monitored by TCAC opportunity area, CalEnviroScreen ranking and RECAP status, and tracked by geographic tracts in the north, central, and south. The City will develop annual reporting on the ratio of unit production in these sensitive areas relative to city wide production (see Program 6).

	Housing Units Income Category					
	Very Low		Low		Moderate	Above Moderate
Year 1 (2022)	30	58	10	9	107	263
Year 2 (2023)	30	59	15	8	108	272
Year 3 (2024)	30	58	20	8	107	762
Year 4 (2025)	40	59	25	8	108	774
Year 5 (2026)	181	58	100	51	107	208
Year 6 (2027)	180	59	100	52	108	200
Year 7 (2028)	179	58	100	51	107	200
Year 8 (2029)	179	59	105	52	108	208
Subtotal	849	468	475	239	860	2,887
Total						5,778
	Very low and low-income units located in higher resource area.					

Table 3.11. Annual Targets for Affordable Units in Higher Resource Areas.



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4 Review of Previous Policies and Programs



A. PROGRESS IN IMPLEMENTING 2016-2021 PROGRAMS

Table 4-1 shows the RHNA allocations for the 5th cycle (2016 through 2021) period and the housing units that were built, approved, or under construction through the end of 2020. Table 4-2 on the following pages presents an analysis of the programs presented in the Montebello 2016–2021 Housing Element.

	RHNA 5th cycle Allocation	Units Built (2016-2021)	Units Approved	Remaining RHNA
Very Low Income	269			269
Low Income	161			161
Moderate Income	175		244	175
Above Moderate Income	461	36	105	425
Totals	1066			1030

Table 4.1. RHNA allocations for the 5th cycle.

Table 4-2 on the following pages lists the 23 programs in the 2016-2021 Housing Element, the implementation status of each program as of June 2021, and direction to Continue, Amend and Continue, or Delete the program for the 6th cycle (2021-2029). Of the 23 programs, 17 are recommended to continue (74%), 3 should be amended and continued (13%), and 3 programs are marked for deletion (13%). Additional programs are proposed in Chapter 8 (Goals and Policies) that respond to recent State legislative requirements or other circumstances that warrant some level of City action. All programs are subject to funding and staff availability.

Table 4.2: Evaluation of Programs in the 2016–2021 Housing Element

		Implementation Status	Recommendation
1	Code Enforcement Program Code enforcement is essential to ensuring housing conservation and rehabilitation. The City has long maintained an aggressive code enforcement program (CEP) to preserve and protect existing neighborhoods against the harmful effects of deterioration caused by neglect, graffiti, and deferred maintenance. In addition, a property maintenance ordinance was adopted to allow code enforcement to abate specific conditions on private property as a public nuisance. Objective: To continue to implement the code enforcement program to bring substandard housing units into compliance with City building and zoning codes. Responsibility: Planning and Community Development Department, Code Enforcement Division Funding: Departmental Budget, CDBG Timeframe: Ongoing	The Code Enforcement Division has a staff of 4 field officers and one manager who carry an average of 88 open cases per month. They close/resolve approximately 57 cases per month. Typical cases related to residential properties were on: substandard housing, property maintenance, weed abatement, and zoning violations.	Continue
2	Home Improvement Program The City offers multiple home improvement programs to lower income homeowners with homes in need of repair. The Home Improvement program maintains affordable single-family housing stock through provision of amortized and deferred loans to extremely low, very low, low, and moderate income (as defined by HUD) homeowners for major home repairs. The Senior Grant Program provides grants for up to \$10,000 to very low income senior homeowners to fund home repairs. Objective: To provide brochures at the City's Community Development Department and on the City's website regarding the Home Improvement and Senior Grant programs; to work with the Montebello Housing Development Corporation to provide seminars, advocacy, and education sessions to provide information on available housing programs in the City; to assist 10 owner-occupied units per year, for a total of 60 units; and to rehabilitate 10 properties per year through the Senior Grant Program, for a total of 60 units during the 2014–2021 Housing Element cycle. Responsibility: Planning Division Funding: HOME funds Timeframe: Ongoing	This program was continuously implemented during 2020.	Continue
3	Rental Rehabilitation Program The City's Rental Rehabilitation Program is designed to improve the existing rental housing stock and to allow lower income renters to afford the rehabilitated units. The City will continue to provide funding for the Rental Rehabilitation Program to improve the City's rental housing stock in need of rehabilitation, to provide safe, decent, and sanitary housing for lower income families. Objective: To publicize the programs to owners of multi-family developments through flyers at the City's Community Development Department and on the City's website; to focus efforts on investor owned, small-scale multi-family rental properties, providing amortized and deferred loans at a 3% interest rate for a 10 to 15-year loan period; and to assist a total of 12 units during the 2014–2021 period. Responsibility: Planning Division, Code Enforcement Division Funding: HOME Funds, CDBG Timeframe: Ongoing	Due to staffing and resource constraints, this program has not yet been implemented.	Continue and consolidate with Home Improvement Programs (Program #2)

		Implementation Status	Recommendation
4	Neighborhood Revitalization The goal of the neighborhood revitalization program is to eliminate slum and blight conditions and improve living conditions through the provision of rehabilitation activities and public improvement projects. The City's goal is to stabilize neighborhoods and create a viable and livable community through rehabilitation and new homeownership opportunities. Objective: To continue to support neighborhood revitalization programs, working with nonprofit organizations and community groups to improve living conditions throughout the City; and to target the South Greenwood area for neighborhood revitalization. Responsibility: Economic Development Division Funding: HOME Funds, CDBG Timeframe: Ongoing	6 new affordable housing units were build using HOME Funds.	Continue and consolidate with Home Improvement Programs (Program #2)
5	Preservation of At-Risk Housing The City is committed to guarding against the loss of housing units reserved for lower income households. One assisted project in the City of Montebello, the Beverly Towers, which provides 189 affordable units, has an expiring Section 8 contract and is at risk of converting to market rate. However, because the project is owned and operated by a non-profit organization, it is considered to be at low risk of converting to market rate. The City will continue to monitor Section 8 legislation and all units considered at risk of conversion to market rate, and assist property owners in maintaining the affordability of these units. In addition, the City will require the notification of tenants in the event the owners intend to convert the affordable units to market-rate units. Objective: To annually monitor the status of the 189 affordable housing units that are at risk of converting to market-rate during the 2014-2021 Housing Element planning period; to monitor Section 8 legislation and provide technical assistance to nonprofit property owners as necessary; and to continue to pursue partnership opportunities with non-profits to preserve and expand affordable housing in the City. Responsibility: Planning Division Funding: Departmental Budgets Timeframe: Ongoing	Due to staffing and resource constraints, this program has not yet been implemented.	Continue
6	Density Bonuses The City abides by State density bonus law to facilitate the development of affordable and senior housing. Pursuant to State law, the City offers density bonuses of between 20% and 35% for the provision of affordable housing, depending on the amount and type provided. The City will work with developers to discuss potential opportunities related to the use of density bonus incentives as a means to promote the development of affordable housing. Financial incentives or regulatory concessions may also be granted when a developer proposes to construct affordable housing. Due to changes in state density bonus law in the last few years the City will update the density bonus regulations in their zoning. Objective: To continue to comply with State law provisions for density bonuses as a means to facilitate affordable housing development; and to include the specific requirements of State Density bonus law into the Zoning Ordinance for reference by developers. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Ongoing and update ordinance by Spring 2021	The City regularly meets with housing developers to facilitate the development of affordable housing and discuss potential opportunities to qualify for incentives or concessions available through State Density Bonus Law. The City is partnering with Cesar Chavez Foundation, an affordable housing developer, to allow the development of an affordable housing project on City owned land and offer concessions available through State Density Bonus Law to vary from setbacks, open space, and trash enclosure requirements. For this project, existing zoning allows for 45 residential dwelling units. With Density Bonus Law, 63 residential dwelling units are proposed. This project was approved in 2021.	Continue

		Implementation Status	Recommendation
7	Water and Sewer Service Providers In accordance with Government Code Section 65589.7, immediately following City Council adoption, the City must deliver the Housing Element to all public agencies or private entities that provide water or sewer services to properties within Montebello. Water service for the City is provided by five service providers in five different districts: California Water Service Company, Central Basin/Metropolitan Water District (MWD), Montebello Land and Water, San Gabriel Valley Water Company, and the South Montebello Irrigation District. Water availability and service delivery is a critical element in the planning and review of new residential developments. The local water purveyors consider regional and local growth projections developed by the Southern California Association of Governments (SCAG) for the Regional Transportation Plan (RTP) and the RHNA. These projections are used in the preparation of water master plans that indicate the necessary capital improvements that may be required in future years. Objective: By the end of the 4th quarter of 2019, the City will formalize notification procedures to SCAG. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Review of the City submittals to SCAG	This program has not yet been implemented.	Delete
8	Energy Conservation Program There are a number of programs that, in addition to providing for new opportunities for housing, also have the added benefit of promoting resource conservation. An important element of any energy conservation measure will be to identify strategies for retrofitting energy conserving devices in both new residential development and in the rehabilitation of existing development. Objective: 100 referrals Responsibility: Housing Division Funding: Departmental Budget Timeframe: Ongoing and will continue to be implemented throughout the planning period. The City's website will be updated by the end of the 4th quarter of 2019	This program was continuously implemented during 2020 and will be continued throughout the 2014-2021 planning period.	Continue
9	Extremely Low Income, Very Low Income, and Low Income Housing Program The City intends to maximize the density potential of limited land resources by promoting residential densities that achieve the highest allowable density for specific properties; to maintain, on an ongoing basis, a vacant and underutilized residential sites inventory, and provide sites information to interested developers; and to provide technical assistance and information on available vacant and underutilized parcels in the City. Objective: To maximize the density potential of limited land resources by promoting residential densities that achieve the highest allowable density to facilitate the development of housing for extremely low income households that have a developmental disability through the measures identified above. Responsibility: Planning Division Funding: HOME funds, Section 8 vouchers, and Departmental Budget for outreach and exploring funding sources. Timeframe: The 4th Quarter of 2019 and then ongoing. The Inclusionary Housing Ordinance will be adopted by the end of the 4th Quarter of 2019.	HOME funds set aside for acquisition and construction of affordable housing throughout the City. The Inclusionary Housing Ordinance is on 2021-22 work program and budget for the Planning Division. City participates in the County's Housing Choice Voucher program.	Continue

		Implementation Status	Recommendation
10	First Time Homebuyer Program The goal of this program is to increase the percentage of homeowners in the community and assist with the stabilization of residential neighborhoods. The Montebello Housing Development Corporation provides second mortgage loans to first time homebuyers of low- to moderate-income means. These loans are provided for acquisition of homes on the City of Montebello open market. The loans provide the bridge between sales purchase price of homes and the available buying power of the first time homebuyers of low to moderate-income means, and are funded through a CalHome grant. Objective: To provide information on the First Time Homebuyer Program at City Hall and on the City's website; to provide homeownership assistance to 5 low- and 5 moderate-income households, annually for a total of 60 households during the 2014-2021 planning period. Responsibility: Montebello Housing Development Corporation and Economic Development Department Funding: CalHome; HOME. Timeframe: Ongoing	This program has not yet been implemented. The City will evaluate whether this program will be carried into the next Housing Element planning cycle.	Continue
11	Section 8 Rental Subsidies Under the project-based Section 8 program, subsidies are distributed to apartments that house very-low-income households. The County of Los Angeles Housing Authority distributes tenant-based Section 8 Housing vouchers to renters who wish to apply the voucher to landowners who accept such vouchers. Montebello participates in the Section 8 program by advertising the program and referring potential recipients to appropriate authorities. Objective: To support the County's efforts to maintain the current level of Section 8 rental assistance, and direct eligible households to the program; to provide information and referrals to landlords regarding participation in the Section 8 Rental Assistance Program; and to advertise Section 8 rental assistance programs at community centers, City Hall, the City website, and at other public locations. Responsibility: County of Los Angeles Housing Authority; Planning and Community Development Department. Funding: HUD, Departmental Budget Timeframe: Ongoing	Participating in County's Housing Choice program. LACTA administers program which benefits the City's low income population with publicly assisted rental housing.	Continue
12	Fair Housing Services/Housing Rights Services The City contracts with the Housing Rights Center to provide fair housing services in Montebello. Services include housing discrimination response, landlord-tenant relations, and housing information counseling. The City will continue to use the Housing Rights Center for referral assistance and education programs. As part of this program, the City will place brochures and flyers prepared by the Housing Rights Center Council at a kiosk in the City Hall lobby, the Planning Division Lobby, and at the local libraries in the City. In addition, the City will continue to maintain fair housing referral information on its public website. Objective: To continue to assist households through the Housing Rights Center and to continue to comply with all State and federal fair housing requirements when implementing housing programs or delivering housing-related services. The City will sponsor an outreach event in 2018 and on an annual basis thereafter. Responsibility: California Housing Rights Center, Planning and Community Development Department Funding: Housing Rights Center CDBG Funds; Departmental Budget Timeframe: The City will continue to work with the Long Beach Fair Housing Council is maintaining the existing program.	Quarter 1 of 2020: assisted 21 Montebello households. Quarter 2 of 2020: assisted 48 Montebello households.	Continue

		Implementation Status	Recommendation
13	Housing Mediation Board The City will continue to encourage a resolution of owner/tenant disputes through the Housing Mediation Board. The Housing Mediation Board is designed to provide an atmosphere in which disputing parties of rental housing are able to reach a mutual workable solution to excessive rent increases, claims of wrongful notices to quit, and clarification of general rights and responsibilities of property owners and tenants. Objective: To provide assistance to property owners and renters and regularly update the Analysis of Impediments to Fair Housing Choice, consistent with HUD guidelines; and to offer workshops and trainings to property owners and managers of rental properties. Responsibility: Planning and Community Development Department Funding: CDBG and Departmental Budget Timeframe: Ongoing	This program has not yet been implemented.	Delete. Combine this with the Fair Housing Services/Housing Rights Services Program (program #12).
14	Reasonable Accommodation and Developmentally Disabled Program Under this program, the City will adopt a reasonable accommodation ordinance to provide exception in zoning and land-use regulations for housing for persons with disabilities including those individuals that are classified as having developmental disabilities. The procedures related to the program's implementation will be ministerial in nature with minimal or no processing fee. Objective: To create a process for making requests for reasonable accommodation to land use and zoning decisions and procedures regulating the siting, funding, development and use of housing for people with disabilities; and to provide information to residents on reasonable accommodation procedures via public counters and the City website. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Completed by the end of the 4th Quarter of 2019	The City continuously reviewed and accepted reasonable accommodation requests in 2020 through the approval of building permits to accommodate persons with disabilities. This program has not yet been fully implemented.	Continue
15	Zoning Ordinance Revisions The Montebello Zoning Ordinance will be amended to accommodate a number of new provisions that are now required under State housing law. The City will revise the Zoning Code to remove the requirement of a CUP for senior housing and handicapped housing projects that essentially function as a multi-family development. The CUP for congregate care and support services that are ancillary to a senior housing development will be eliminated. Objective: The rezoning will occur within 12 months following the adoption of the Housing Element to remove the CUP requirement for Senior Housing and Handicapped Housing projects and to conform to the EHA requirements. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Completed by the end of the 4th Quarter of 2020	Due to staffing and resource constraints, this program has not yet been implemented.	Continue

		Implementation Status	Recommendation
16	Emergency Shelter/Housing Program This program proposes to amend the Zoning Code to permit emergency shelters by-right in the Heavy Commercial-Limited Industrial (CM) zone. Objective: The Zoning and GPA will be changed to accommodate the emergency shelter use within the CM Zone. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Amend M-1 zone regulations before or at the same time as housing element adoption. Amend C-M zone regulations by December 2020.	Due to staffing and resource constraints, this program has not yet been implemented.	Continue
17	Transitional Housing Program The definition of transitional housing will be changed in order to consider transitional housing as a residential use in all zones that allow residential uses subject to those restrictions that are applicable to the other residential uses of the same type in the same zone. Objective: Rezoning has been completed. Handouts will be prepared and information will be posted on the City's website. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Zoning Revision has been completed.	Rezoning has been completed. Handouts will be prepared and information will be posted on the City's website. This program has been partially implemented.	Continue
18	Single-room Occupancy (SRO) Housing Program To facilitate the development of SROs, the Zoning Code will be amended to specify sitting, development standards, and conditions for approval. Objective: Rezoning within 12 months. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Completed by the end of the 4th Quarter 2019.	Due to staffing and resource constraints, this program has not yet been implemented.	Continue
19	Supportive Housing Program Supportive housing refers to permanent rental housing that also provides a wide array of support services that are designed to enable residents to maintain stable housing and lead more productive lives. The City of Montebello will permit supportive housing within all the zones that permit residential uses subject to the same requirements of residential uses of the same type in the same zone. The City will comply with all State requirements governing supportive housing. Objective: Rezoning within 12 months. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Completed by the end of the 4th Quarter 2019.	Due to staffing and resource constraints, this program has not yet been implemented.	Continue

		Implementation Status	Recommendation
20	Manufactured Housing Units/Mobile Home Parks Program The City will review the current code sections that apply to manufactured housing to ensure the existing code requirements do not conflict with State law. Objective: The Zoning Ordinance, with respect to the review and approval of manufactured housing units, will be amended to comply with State law. Responsibility: Planning Division Funding: Departmental Budget Timeframe: The rezoning will occur within 12 months following the adoption of the Housing Element (Completed by the 4th Quarter of 2020).	Due to staffing and resource constraints, this program has not yet been implemented.	Continue
21	Zoning Ordinance Revision for Removing Zoning Constraints As part of the comprehensive Zoning Ordinance revision, the City will remove the number of bedroom requirements and square footage requirements to allow more flexible design and higher density residential developments. The City will also review the existing off-street parking requirements (including the guest parking requirements, for the R-2, R-3, and R-4 zone districts. Objective: To review the Zoning Ordinance to ensure it is not a constraint or impediment to the development of units that will be effective in providing housing for larger families. Responsibility: Planning Division Funding: Departmental Budget Timeframe: Completed by the 4th Quarter 2019	Due to staffing and resource constraints, this program has not yet been implemented.	Continue
22	Adopt Housing Opportunity Overlay to Address Remaining Regional Housing Need The rezoned site(s) must be able to accommodate a minimum of 16 units per site. At least half (50 percent) of these sites shall be zoned for residential uses only, except that all of the very low and low-income housing need may be accommodated on sites designated for mixed uses if those sites allow 100 percent residential use and require that residential uses occupy 50 percent of the total floor area of a mixed-use project. The applications can be subject to design review as long as the project does not trigger the CEQA review process. Objective: Create zoning overlay to address at least 577 units of lower income RHNA. Responsibility: Planning Division Funding: General Fund Timeframe: Overlay adopted before or at the time of housing element adoption.	An ordinance was adopted by the City Council on 5/17/2020 to create a Housing Opportunities Overlay Zone and apply it to 5 properties to provide capacity for at least 577 lower income units.	Delete

		Implementation Status	Recommendation
23	Affirmatively Furthering Fair Housing Specific actions will include: • Provide dedicated staff that investigates fair housing complaints and enforces fair housing laws. • Facilitate public education and outreach by creating informational flyers on fair housing that will be made available at public counters, libraries, and on the City's website. City Council meetings will include a fair housing presentation at least once per year. • Actively recruit residents from neighborhoods of concentrated poverty to serve or participate on boards, committees, and other local government bodies. • Ensure environmental hazards are not disproportionately concentrated in low-income communities and low-income communities of color. • Develop a proactive code enforcement program that holds property owners accountable and proactively plans for resident relocation, when necessary. • Provide education to the community on the importance of completing Census questionnaires. Objective: To affirmatively take actions to end housing discrimination and to promote diverse, inclusive neighborhoods. Responsibility: Planning Division Funding: To be determined Timeframe: Create Plan by December 2020 and implement on an ongoing basis.	Due to Coronavirus restrictions, some plans were put on pause (no public counters, no in-person meetings).	Amend

Table 4.2: Evaluation of Programs in the 2016–2021 Housing Element

B. CUMULATIVE EFFECTIVENESS IN ADDRESSING HOUSING FOR SPECIAL NEEDS POPULATION

Elimination of redevelopment funds, past political disarray, changes in leadership, global pandemic, and shortage of staff capacity has affected City's ability to address all the special housing needs planned for in the 2016–2021 Housing Element.

Many special needs housing programs were either reduced in scope or simply were not carried out due to funding and staffing limitation. Nevertheless, the City was able to:

- Partner with San Gabriel Valley Regional Housing Trust (SGVRHT) and the San Gabriel Valley Council of Governments (SGVCOG) to develop a tiny home program to assist homeless individuals within the City;
- Use HOME funds to get 6 new affordable housing units built;

- Partner with Cesar Chavez Foundation, an affordable housing developer, to allow the development of an affordable housing project on City owned land and offer development standards concessions through State Density Bonus Law; and
- Amend zoning ordinance to allow transitional housing in all zones that allow residential uses, and create zoning overlay to address at least 577 units of lower income RHNA.

The City has recently hired a Housing Manager and is evaluating the feasibility of creating a Housing Authority. The City will continue to pursue additional funding to facilitate affordable housing and special needs housing.



5 Resources and Opportunities

Land, financial, and administrative resources available for the development and preservation of housing in Montebello are discussed in this section. The analysis includes an evaluation of the availability of land resources for future housing development; the City's ability to satisfy its share of the region's future hous-

ing needs, the financial resources available to support housing activities, and the administrative resources available to assist in implementing the City's housing programs and policies. Opportunities for energy conservation are also explored.

A. LAND RESOURCES



FINAL 6TH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) ALLOCATION

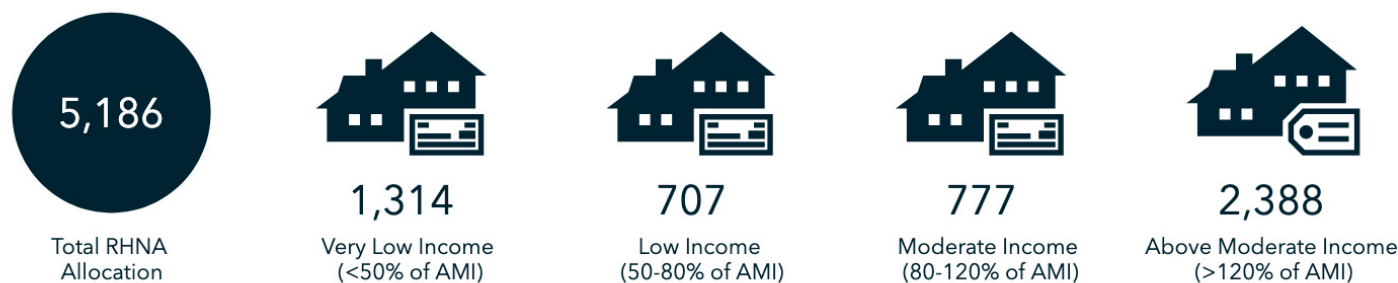


Figure 5.1 Montebello's RHNA allocation for the 6th cycle. Source: SCAG.

The total housing growth need for the City of Montebello during the 2021-2029 planning period is 5,186 units. This total is distributed by income category as shown in Figure 5.1.

Section 65583(a)(3) of the Government Code requires Housing Elements to contain an "inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites." The

results of this analysis are summarized in the Site Inventory Table (Table 5.1). The table shows that under the City's current General Plan available capacity is not adequate to accommodate the 6th cycle RHNA, based on the selection of available sites using objective criteria and known conditions. After adopting the 2045 General Plan (anticipated in 2022) opportunities for housing development in Montebello would be significantly expanded.

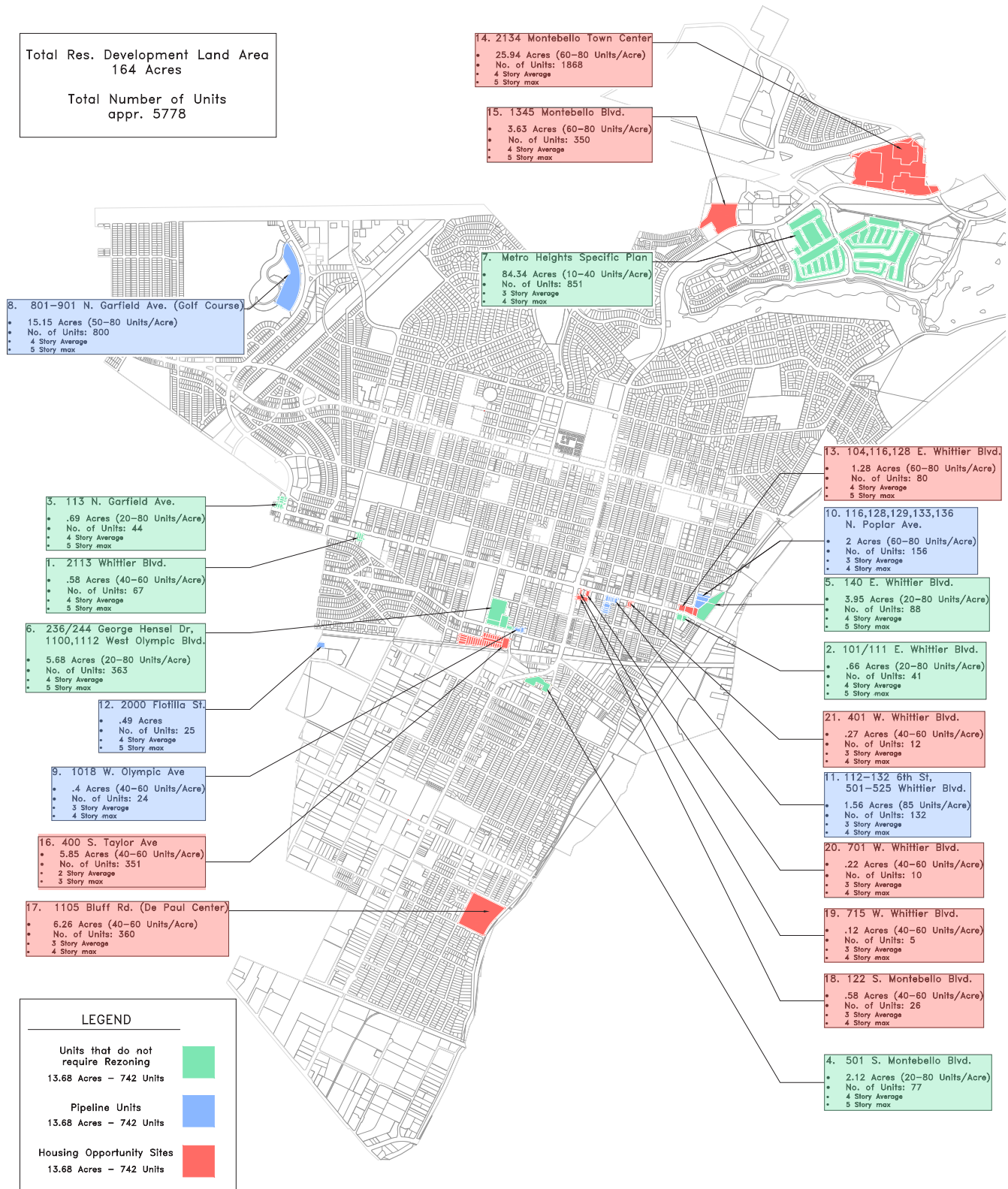


Figure 5.2: Sites Inventory Map

	Site Address/Inter-section	General Plan		Zoning		Density		Parcel Size acres	Existing Use	Total Capacity	Adjustment	Realistic Capacity	Income Capacity			
		Current	Proposed	Current	Proposed	Min	Max						Very Low	Low	Moderate	Above Moderate
Sites that do not require Rezoning																
1	2113 Whittier Blvd	General Commercial	Mixed-Use Corridor	C-2 (PD)	Mixed-Use Corridor	40	60	0.58	Vacant	—	—	67	—	—	—	67
2	101/111 E Whittier Blvd	Boulevard Commercial	Mixed-Use Corridor	C-2 (HOO)	Mixed-Use Corridor	20	80	0.66	Vacant Building & Lot	53	77%	41	—	—	—	41
3	113 N. Garfield Ave	Boulevard Commercial	Mixed-Use Corridor	C-2 (HOO)	Mixed-Use Corridor	20	80	0.69	Car wash	55	80%	44	—	—	—	44
4	501 S. Montebello Blvd	High Density Residential	Mixed-Use Corridor	R-3, M-1, C-2 (HOO)	Mixed-Use Corridor	20	80	2.12	Industrial	170	45%	77	—	—	—	77
5	140 E. Whittier Blvd	Industrial and High Density Residential	Mixed-Use Corridor	R3, M-1 (HOO)	Mixed-Use Corridor	—	150	3.95	Vacant	593	13%	80	—	—	—	80
6	236/244 George Hensel Drive, 1100 & 1112 West Olympic Boulevard	Parks and Open Space, Medium Residential	Mixed Use Corridor & Neighborhood	C-2, R-3 (HOO)	Mixed Use Corridor & Neighborhood	20	80	5.68	Warehouse	454	80%	363	—	—	—	363
7	Montebello Hills Specific Plan	Low- & High-Density Residential, & Oil Production	Mixed-Use Neighborhood	Montebello Hills Specific Plan	Medium Density	10	40	84.34	Vacant Hills	3,374	25%	851	—	—	56	795
Pipeline Units																
8	805-865 N. Garfield Ave (Golf Course)	Parks and Open Space	Mixed-Use Neighborhood	R-1	Mixed-Use Neighborhood	50	80	15.15	Golf Course	1,212	66%	800	130	70	210	390
9	1018 W. Olympic Ave	General Commercial	Mixed-Use Corridor	C-2	Mixed-Use Corridor	40	60	0.4	Parking Lot	24	100%	24	—	—	8	16
10	116, 128, 129, 133, 136 N. Poplar Avenue	Medium- & High-Density Residential	Mixed-Use Neighborhood	R-3	Mixed-Use Neighborhood	60	2	2	Apartment	160	98%	156	—	—	55	101
11	112-132 6th St, 501-525 Whittier Blvd (Cesar Chavez Foundation)	General Commercial, Medium Density Residential	Mixed Use Corridor & Neighborhood	C-2, R-3	Mixed Use Corridor & Neighborhood	—	85	1.56	Retail, Vacant, Residential	132	100%	132	61	33	13	25
12	2000 Flotilla Street	Industrial	Commerce	M-2	Industrial	—	—	0.49	Parking Lot	25	100%	25	25	—	—	—
Housing Opportunity Sites																
13	104,116, 128 Whittier Blvd	Boulevard Commercial	Mixed-Use Corridor	C-2	Mixed-Use Corridor	60	80	1.28	Commercial, retail	102	78%	80	—	—	—	80
14	2134 Montebello Town Center	General Commercial	Mixed-Use Neighborhood	C-2	Mixed-Use Neighborhood	60	80	25.94	Shopping Mall	2,075	90%	1,868	616	320	420	512
15	1345 Montebello Blvd (Former Costco Site)	General Commercial	Mixed-Use Neighborhood	C-2	Mixed-Use Neighborhood	60	80	7.04	Parking for vacant building	563	62%	350	103	85	37	125
16	400 S. Taylor Ave	Industrial	Mixed-Use Neighborhood	M-1, R-3	Mixed-Use Neighborhood	40	60	5.85	Municipal Bus Facility	351	100%	351	148	80	43	80
17	1105 S. Bluff Road (De Paul Center)	Institutional	Mixed-Use Neighborhood	R-1	Mixed-Use Neighborhood	40	60	6.26	Vacant Religious Facility	376	96%	360	234	126	—	—
18	122 S. Montebello Blvd	General Commercial	Mixed-Use Corridor	C-2	Mixed-Use Corridor	40	60	0.58	Parking lot	490	75%	26	—	—	9	17
19	715 W Whittier Blvd	General Commercial	Mixed-Use Corridor	C-2	Mixed-Use Corridor	40	60	0.12	Vacant storefront	35	75%	5	—	—	2	3
20	701 W Whittier Blvd	General Commercial	Mixed-Use Corridor	C-2	Mixed-Use Corridor	40	60	0.22	Vacant restaurant	7	75%	10	—	—	3	7
21	401 W Whittier Blvd	Boulevard Commercial	Mixed-Use Corridor	C-2	Mixed-Use Corridor	40	60	.27	Parking lot	16	75%	12	—	—	4	8
Accessory Dwelling Units																
22	Citywide ADUs (7units per year)															56
	Total												1,317	714	860	2,887
	Overall Total															5,778

Table 5.1: Site Inventory

Site #2 to Site #6 in Table 5.1 constitutes all sites that were included in the 5th Cycle Housing Element.

Table 5.2: Acreage of Parcels Listed in Site Inventory

	Site Address	APN	Parcel Size (acres)	Total Size (acres)
Sites that do not require Rezoning				
1	2113 Whittier Blvd			
	APN	6337-007-001	0.44	0.58
	APN	6337-007-002	0.14	
2	101/111 E Whittier Blvd			
	APN	6348-001-015	0.28	0.66
	APN	6348-001-014	0.38	
3	113 N. Garfield Ave			
	APN	6343-014-031	0.69	0.69
4	501 S. Montebello Blvd			
	APN	6350-022-020	2.12	2.12
5	140 E. Whittier Blvd			
	APN	6347-012-009	2.78	3.95
	APN	6347-011-020	1.17	
6	236/244 George Hensel Drive, 1100 & 1112 West Olympic Boulevard			
	APN	6350-011-900	3.68	5.68
	APN	6350-011-901	0.76	
	APN	6350-011-023	1.02	
	APN	6350-001-021	0.22	
7	Montebello Hills Specific Plan			
	APN	5271-001-048, 5271-001-049	84.34	84.34

	Site Address	APN	Parcel Size (acres)	Total Size (acres)
Pipeline Units				
8	805-865 N. Garfield Ave			
	APN	5267-010-907	15.15	15.15
9	1018 W. Olympic Ave			
	APN	6350-010-010	0.28	0.4
	APN	6350-010-012	0.38	
10	116, 128, 129, 133, 136 N. Poplar Avenue			
	APN	6346-020-012	0.12	2
	APN	6346-020-013	0.12	
	APN	6347-012-008	0.74	
	APN	6347-011-019	0.61	
	APN	6347-011-013	0.34	
11	112-132 6th St, 501-525 Whittier Blvd			
	APN	6349-005-006	0.14	1.56
	APN	6349-005-011	0.17	
	APN	6349-005-012	0.11	
	APN	6349-005-013	0.1	
	APN	6349-005-014	0.11	
	APN	6349-005-015	0.09	
	APN	6349-005-037	0.18	
	APN	6349-005-900	0.29	
	APN	6349-005-901	0.1	
	APN	6349-005-902	0.14	
	APN	6349-005-903	0.14	
12	2000 Flotilla Street			
	APN	6336-002-902	0.49	0.49

	Site Address	APN	Parcel Size (acres)	Total Size (acres)
Housing Opportunity Sites				
13	104,116, 128 Whittier Blvd			
	APN	6347-012-011	0.42	1.28
	APN	6347-012-012	0.44	
	APN	6347-012-010	0.42	
14	2134 Montebello Town Center			
	APN	5271-020-063	8.3	25.94
	APN	5271-020-062	0.57	
	APN	5271-020-061	0.66	
	APN	5271-020-077	0.25	
	APN	5271-020-081	13.62	
	APN	5271-020-082	0.3	
	APN	5271-020-084	7.02	
15	1345 Montebello Blvd			
	APN	5293-001-023	7.04	7.04
16	400 S. Taylor Ave			
	APN	6350-016-904	2.19	5.85
	APN	6350-017-906	3.66	
17	1105 S. Bluff Road			
	APN	6352-001-055	6.26	6.26
18	122 S. Montebello Blvd			
	APN	6349-007-910	0.31	0.58
	APN	6349-007-915	0.27	
19	715 W Whittier Blvd			
	APN	6349-007-004	0.12	0.12
20	701 W Whittier Blvd			
	APN	6349-007-917	0.22	0.22
21	401 W Whittier Blvd			
	APN	6349-004-016	0.27	0.27

1. Realistic Capacity

The specific methodology for arriving at realistic capacity is based on updates proposed to General Plan, Specific Plan, and Zoning Ordinances, current trends of similar recent projects approved or built in the area, or in some cases expressed interest from property owners. The identified housing sites have been targeted in the General Plan update, Downtown Specific Plan, and proposed Zoning Amendments to allow 100% residential uses. None of the sites identified would require commercial uses. If the market supports commercial uses, some mixed-use developments may include limited supporting commercial and entertainment uses at street level.

The likelihood that the selected sites will be built with residential uses is very high. The City's high level of confidence for residential uses is due to the following reasons:

- A 2021 Market Study of Montebello points towards a stronger market for residential development and a weaker market for commercial uses with repositioning of existing underperforming commercial uses along the corridors.
- None of the selected sites will require nonresidential development.
- The property owners and developers have expressed interest with many residential projects already in the pipeline in various stages of the development process.
- The proposed General Plan and Zoning land use framework encourages residential development for the selected sites.
- Additional a zoning performance standards will require minimum 20 percent residential development on all of the selected sites.
- The City will monitor and review the development trends every two years. If a significant majority (over 75%) of non-residential development is being proposed or built then within six months the City will adopt additional performance standards to ensure residential construction.

	Current Zone	Parcel Size (acre)	Capacity (maximum density)	Entitled (density)	Affordability (very low & low income)
116, 128, & 136 N. Poplar Ave (Project Site A)	R-3-PD	2	25 units (12.5 units/acre)	140 units (82 units/acre)	none
129 & 133 N. Poplar Ave (Project Site B)				16 units (56 units/acre)	
2113 Whittier Blvd	C-2(P)	0.58	0	67 units (116 units/acre)	none
112-132 South 6th St (Phase 1)	C-2-R-3-PD	1.56	45 units (29 units/acre)	63 units (85 units/acre)	71% units
501-525 East Whittier Boulevard	C-2-PD				
140 E. Whittier Blvd	R-3-PD-D-32	3.95	0	80 units (20 units/acre)	none
1029 Montebello Blvd	R-3-PD-D-38	0.52	7 units (12.5 units/acre)	17 units (33 units/acre)	none

Table 5.3: Development trends show projects being entitled through rezoning at significantly higher density than initially permitted by zoning.

2. Suitability of Non-Vacant Sites

Montebello is a built-out city with relatively few vacant sites. The vast majority of the vacant lots are either too small to develop or have substantial barriers to development, such as environmentally sensitive parcels not ideal for development. Therefore, the site inventory must rely primarily on non-vacant sites.

To ensure sites selected for the site inventory do not have existing uses that are impediments to housing development, an extensive analysis was conducted to only select sites that are most likely to develop during the planning period, filtering out parcels.

Development likelihood and feasibility was determined by a number of different variables, including improvement-to-land value ratio, existing lot coverage, lot size, future development potential, and existing use and unit count where applicable. The City analyzed the most current parcel-level data across such variables to determine which sites were most appropriate for inclusion into the site inventory and to estimate the number of additional units that are likely to be developed. Additionally, development sketches were prepared for each site to get a full understanding of the development potential within specific neighborhood contexts.

Threshold Assumptions for non vacant sites include: an improvement to land value ratio of 1 or less; and any structure in need of major repair or restoration or over 30 years of age.

A market and fiscal study was prepared to support assumptions around parcel turnover at commercial sites. Many of the non-vacant sites in the inventory have an existing commercial use or are in a zone that is currently zoned commercial only but will soon allow residential uses once the zoning district is updated to align with the new Land Use Element designation.

The commercial and office vacancy rates in Montebello are higher than in the Los Angeles County and have only increased since the start of the pandemic. Given these high commercial vacancy rates even compared to the region, as well as the new allowance for multi-family residential development under the citywide rezoning program, it is likely that such sites will turnover during the planning period.

The City also verified its assumptions by analyzing recent project approvals, submittals and inquiries for the past four years to assess development trends. An analysis of these applications reflects the residential use assumptions about development likelihood for sites within the City's Housing Element Site Inventory.

Interviews with local developers who are working in Montebello also informed the factors and assumptions in the Site Inventory and verified that the sites on the Inventory are likely to redevelop. The proximity to downtown Los Angeles, easy Freeway access, and quality of life are often quoted reasons that make Montebello a desirable location for residential development according to developers, and most of the respondents are actively investigating sites and seeking investment opportunities on non-vacant sites in the City.

A multitude of fiscal and land use policies and programs in the

proposed General Plan and Downtown Specific Plan as well as the Housing Element support the site inventory strategy of encouraging reuse of non-vacant sites such as under-utilized commercial sites along the Corridors.

Therefore, based on this substantial evidence, the City of Montebello has determined that the sites on the Site Inventory are feasible for residential development, do not have impediments due to existing uses, and are the sites in the City most likely to be developed with housing during the planning period.

3. Environmental Constraints

Environmental issues could possibly affect the type and amount of residential development in a given location. If not addressed, these types of constraints could preclude a jurisdiction from facilitating the development of housing that is needed to meet its RHNA allocation. None of the sites being used to address the City's new RHNA targets have environmental constraints.

Nevertheless, this section addresses the environmental constraints in the City of Montebello and the actions that have been taken to mitigate these constraints with regard to the potential development of housing.

In 2019, the Montebello City Council approved the Montebello Hills Project, a 1,200 units master planned residential development on a hilly site with abandoned oil wells. Phase I of the project was approved and is currently under construction. The Final Environmental Impact Report that extensively addressed abandoned oil wells was certified by the City Council. To date, the City has approved 1,200 new units in two phases (Phase A: 349; and Phase B: 851). Plan check is underway with the City's Building Division and it is our understanding that Toll Brothers and Lennar intend to develop all of the approved units. Toll Brothers obtained all required approvals, permits, and authorization in connection with its grading efforts and construction of the project for Phase A has commenced with sales of a portion of the new homes later this month. All work on the Montebello Hills Project site is proceeding in accordance with local approvals, the 2019 updated US Fish and Wildlife Service Biological Opinion and Technical Assistance letter dated December 3, 2020.

No other sites have any known environmental constraints.

4. Infrastructure

Montebello was incorporated 102 years ago in 1920. Today, the City is highly urbanized and fully developed. The growth opportunities are mostly limited to redevelopment of underutilized parcels that can be recycled for new uses. No new streets are needed; water, sewer and power lines service all properties. The capacity has been studied as part of the proposed General Plan Update and Downtown Specific Plan. The City has demonstrated that there is sufficient existing and planned infrastructure capacity, including water, wastewater treatment services, stormwater drainage, telecommunications facilities, and solid waste to facilitate the City's RHNA. The Infrastructure Report pointed out sewer infrastructure investments needed to meet the sanitation needs of growing Montebello.

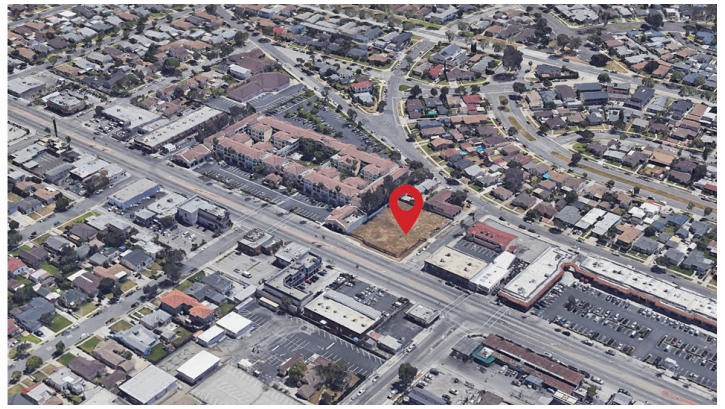
Montebello's downtown area is identified in the Housing Element and the Downtown Montebello Specific Plan area for higher density residential development. The downtown sewer system will need to be replaced to support additional residential development and to prevent sewage from leaking into the region's groundwater supply.

The Federal and State budget appropriations process has provided an opportunity and the City of Montebello has submitted the Sewer System Rehabilitation Project for consideration by State and Federal representatives. Projects submitted to the Federal and State representatives are to provide a portion of funding to address sewer in the downtown area of Montebello. The City is looking for additional funding sources including the Affordable Housing and Sustainable Communities Program (AHSC) through HCD. In addition, the City is exploring options to establish an Enhanced Infrastructure Financing District (EIFD) to help offset future infrastructure improvements.

In November 2021, the City Council approved a 4-story, 132 residential units in the downtown area — majority of the units will be available for persons with lower income. The City is partnering with the Cesar Chavez Foundation (CCF), an affordable housing developer, to help facilitate this project. The Cesar Chavez Foundation has committed to ensure infrastructure in the surrounding area meets capacity requirements to accommodate the net new residential units associated with the CCF 6th Street Grande Project. In addition, CCF is working with the City to compete for AHSC funding intended to upgrade a portion of the infrastructure along Whittier Blvd. and 6th Street within the City of Montebello.

Additionally, the long and short term Capital Improvement Programs are designed to maintain the infrastructure in good condition and working at optimal levels to serve the needs of residents and businesses.

5. Sites that Do Not Require Rezoning



1	2113 Whittier Boulevard				
APN	6337-007-001, 6337-007-002			Parcel Size	0.58 acres
Existing Use	Vacant	General Plan	General Commercial	Zoning	C-2 (PD)
TCAC Category	Low Resource	Estimated Capacity	67 units	VL-L-M-AM	0-0-0-67



Approved development for 2113 Whittier Boulevard.

The vacant site consists of four parcels totaling 0.58 acres located at the southeast corner of West Whittier Boulevard and South 22nd Street. This Whittier Boulevard site is within walking distance to schools, parks, shopping centers, markets, restaurants, and public transportation. The Montebello Senior Villas (160 units) is located to the east.

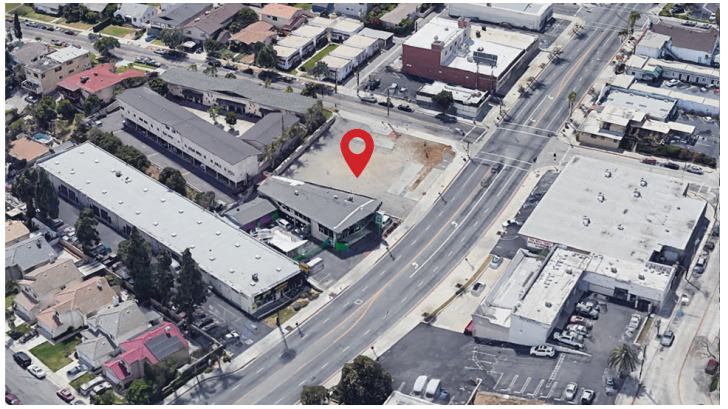
The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 67 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

The City's General Plan Land Use map designates this site as General Commercial. In 2015, the site was rezoned to add a Planned Development District (PD) overlay zone to the existing General Commercial (C-2) zone to facilitate the development of 67 rental residential dwellings (40 one bedroom and 27 two bedrooms). The developer has obtained building permits for this development, which is expected to be constructed within the 6th Cycle Housing Element planning period.

The development of this vacant site would not displace any existing units.

In 2015, the site was rezoned to C-2 (PD) to allow for 67 market rate units. The 67 potential housing units have been allocated to the above moderate category within the City's Regional Housing Needs Assessment (RHNA) allocation percentages.

The parcels fall within a Qualified Census Tract (QCT). QCTs are census tracts with a poverty rate of at least 25% or in which 50% of the households have incomes below 60% of AMI.



2	101/111 E Whittier Boulevard				
APN	6348-001-015, 6348-001-014			Parcel Size	0.66 acres
Existing Use	Vacant lot, vacant building	General Plan	Boulevard Commercial	Zoning	C-2 (HOO)
TCAC Category	Low Resource	Estimated Capacity	41 units	VL-L-M-AM	0-0-0-41

The vacant site consists of two parcels totaling 0.66 acres located at the southeast corner of West Whittier Boulevard and South Bluff Road. One lot is occupied with a vacant single-story 4,319 square foot commercial building built in 1972, and another is unoccupied with a partially paved vacant lot.

The low 0.83 improvement to land value ratio for this prime downtown Montebello location; proximity to the regional 17-mile Rio Hondo loop of trails, parks, and greenway; and recent entitlements of residential development in the immediate area makes this site viable for redevelopment.

This Whittier Boulevard site is located within the downtown area, and is walking distance to parks, shopping centers, markets, restaurants, and public transportation.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 41 additional units. Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

This site was identified in the 5th Cycle Housing Element. The City is in continued discussion with property owners to construct residential units on the subject properties using a lot-tie covenant to combine the lots.

The redevelopment of this site would not displace any existing units.

The City’s General Plan Land Use map designates this site as Boulevard Commercial. The site is zoned C-2 with a Housing Opportunity Overlay (HOO) zone that allows maximum of 80 units per acre

The parcels are located in the downtown area. It is likely that street level uses may be non-residential uses. Therefore, a conservative capacity of 77% of maximum allowed density has been allocated for residential uses. The 41 potential housing units have been allocated to the above moderate category within the City’s RHNA allocation percentages.



3	113 N. Garfield Avenue				
APN	6343-014-031			Parcel Size	0.69 acres
Existing Use	Carwash facility	General Plan	Boulevard Commercial	Zoning	C-2 (HOO)
TCAC Category	Moderate Resource	Estimated Capacity	44 units	VL-L-M-AM	0-0-0-44

The highly visible 0.69 acre site is located at the northwest corner of North Garfield Boulevard and Whittier Boulevard. This site is currently improved with a carwash facility and surface parking.

The low (0.00) improvement to land value ratio for this busy Montebello intersection; and the age (built in 1971) and condition of the 7,832 square feet building makes this site viable candidate for redevelopment.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 44 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

This Whittier Boulevard site is located at the intersection of two important corridors in the City, and is walking distance to public transportation, schools, parks, shopping centers, markets, and restaurants.

This site was identified in the 5th Cycle Housing Element. The property owner is motivated to have this site redeveloped as housing.

The development of this site would not displace any existing units.

The City’s General Plan Land Use map designates this site as High Density Residential. The site is zoned Multiple-Family Residential (R-3), Light-Manufacturing (M-1), with a HOO zone that allows maximum of 80 units per acre.

The parcels are located at a busy and highly visible intersection. It is likely that street level uses may be non-residential uses. Therefore, a realistic capacity of 80% of maximum allowed density has been allocated for residential uses. The 44 potential housing units have been allocated to the above moderate category within the City’s RHNA allocation percentages.



4	501 S. Montebello Boulevard				
APN	6350-022-020			Parcel Size	2.12 acres
Existing Use	Vacant lot, 2 duplexes, 6 townhomes	General Plan	High-Density Residential	Zoning	R-3, M-1, C-2 (HOO)
TCAC Category	Low Resource	Estimated Capacity	77 units	VL-L-M-AM	0-0-0-41

The 2.12 acre site is located along Montebello Boulevard. The site is currently occupied by a manufacturing use and outdoor storage area. The site is very underutilized and similar sites have been developed in the past in the City. A new multi-family development was built just south and across the street. Additional multi-family development exists to the north, south, and east.

The low (0.48) improvement to land value ratio for this significant corridor site, largely vacant, makes this site viable for redevelopment.

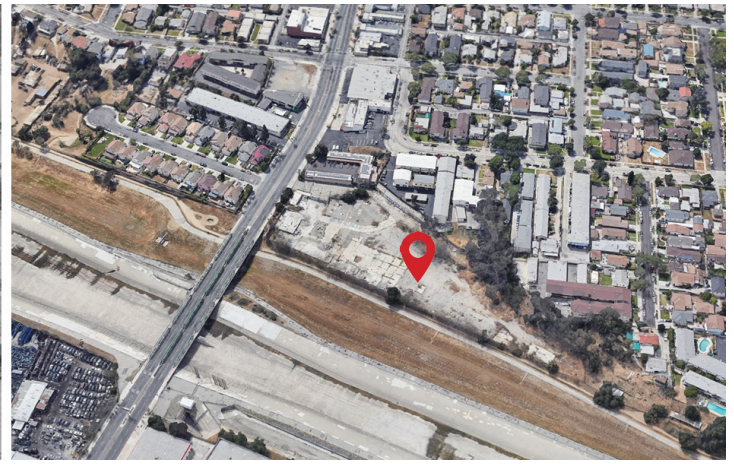
This urban parcel is walking distance to public transportation, schools, parks, shopping centers, markets, and restaurants.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 77 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

This site was identified in the 5th Cycle Housing Element. The development of this site would not displace any existing units. New development would occupy the vacant portion of the site fronting Montebello Boulevard.

The City’s General Plan Land Use map recommends multi-family residential on this parcel. The site has an Overlay Zone that allows maximum of 80 units per acre.

The parcels are located along a busy and highly visible section of Montebello Boulevard, which is the City’s main north-south corridor. It is likely that street fronting uses may be non-residential uses. The site is also large enough to provide private open space (such as courtyards) for the residents. Therefore, a conservative capacity of 45% of maximum allowed density has been allocated for residential uses. The 77 potential housing units have been allocated to the above moderate category within the City’s RHNA allocation percentages.



5	140 East Whittier Boulevard				
APN	6347-012-009, 6347-011-020			Parcel Size	3.95 acres
Existing Use	Vacant	General Plan	Industrial and High Density Residential	Zoning	R-3, M-1 (HOO)
TCAC Category	Low Resource	Estimated Capacity	80 units	VL-L-M-AM	0-0-0-80



The vacant 3.95 acre site along Whittier Boulevard is a gateway site into the Downtown Area.

The site is surrounded by general commercial and multi-family residential uses to the north and west. The Rio Hondo Channel open space is to the east.

This Downtown parcel is walking distance to public transportation, schools, parks, shopping centers, markets, and restaurants.

The site currently has access to water, sewer, and dry utilities. During the entitlement review process, the existing and proposed infrastructure improvements were carefully assessed to ensure that adequate capacity for 80 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

This site was identified in the 5th Cycle Housing Element. The development of this site would not displace any existing units.

The City's General Plan Land Use map designates this site as Industrial and High Density Residential. The site is zoned R-3, M-1 with a HOO zone that allows maximum of 150 units per acre. In 2016, the site was approved for the development of 80 residential dwellings. The developer has obtained building permits for this development, which is expected to be constructed within the 6th Cycle Housing Element planning period.

In 2015, the site was approved for 80 market rate units. The 80 potential housing units have been allocated to the above moderate category within the City's RHNA allocation percentages.

Approved site plan for 140 East Whittier Boulevard.



6	236/244 George Hensel Drive, 1100 and 1112 West Olympic Boulevard				
APN	6350-011-900, 6350-011-901, 6350-011-023, 6350-001-021			Parcel Size	5.68 acres
Existing Use	Open space, youth center facility, and warehouse buildings	General Plan	Parks and Open Space, Medium Residential	Zoning	C-2, R-3 (HOO)
TCAC Category	Low Resource	Estimated Capacity	363 units	VL-L-M-AM	0-0-0-363

This site is currently improved with open space, youth center facility, and warehouse buildings that are used periodically. The property owners are interested in redeveloping and there is opportunity for consolidation with neighboring publicly owned sites including State surplus and City-owned properties.

Adjacent uses include single- and multi-family residential uses next to a recreation center, park, and variety of commercial uses. This parcel is also walking distance to public transportation, schools, shopping centers, markets, and restaurants.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 363 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

This site was identified in the 5th Cycle Housing Element.

The development of this site would not displace any existing units.

The City's General Plan Land Use map designates this site as

Parks and Open Spaces, and Medium Density Residential. The site is zoned C-2, R-3 with a HOO zone that allows maximum of 80 units per acre. The parcel located at 244 George Hensel Drive is owned by the State of California and was identified as surplus land by the State Department of General Services (DGS). As part of the disposition process, the property was made available for affordable housing developers who may acquire it to develop housing for persons of low or moderate income. In addition to this, the City has had discussions with housing developers, including the owner of 1100 and 1112 West Olympic Boulevard, about combining this parcel together with the City-owned parcels to the north and residential properties to the east to redevelop the entire site with a mixed-use development which would include affordable housing.

The Olympic Avenue frontage of the parcel could be developed with neighborhood serving commercial development. Therefore, a realistic capacity of 80% of maximum allowed density has been allocated for residential uses. The 363 potential housing units have been allocated to the above moderate category within the City's RHNA allocation percentages.



7 Montebello Hills Specific Plan					
APN	5271-001-048, 5271-001-049			Parcel Size	84.34 acres
Existing Use	Unimproved, abandoned oil wells	General Plan	Low Density Residential, High Density Residential, and Oil Production Overlay	Zoning	Montebello Hills Specific Plan
TCAC Category	Moderate Resource	Estimated Capacity	851 units	VL-L-M-AM	0-0-56-795



In 2019, the Montebello City Council approved the Montebello Hills Project, a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and 343 combined acres of open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher. Phase I of the project was approved and is currently under construction. The Phase II plan for 851 units was approved by Planning Commission in September 2021. City Council subsequently approved the Tract Map in November 2021.

Access to water, sewer, and dry utilities is presently being extended into the Phase I project area and will be available for the Phase II plan.

Development of this site will improve the socio-economic mobility and integration, and access to resources. No existing units would be displaced.

The City's General Plan Land Use map designates this site as Low Density Residential, High Density Residential and Oil Production Overlay. The Montebello Hills Specific Plan regulates development on this parcel.

Substantial portion of the large tract is planned as a natural habitat. A variety of walking trails and parks are proposed. Therefore, a very conservative capacity of 25% of maximum allowed density has been allocated for residential uses. The 851 housing units will include 56 moderate income units and 795 above moderate income units.



Top: Illustrative Site Plan from Montebello Hills Specific Plan; middle: renderings of housing types; bottom: site work.

5.Pipeline Units



8	801-901 North Garfield Avenue				
APN	5267-010-907			Parcel Size	15.15 acres
Existing Use	Golf course	General Plan	Parks and Open Space	Zoning	R-1
TCAC Category	Moderate Resource	Estimated Capacity	800 units	VL-L-M-AM	130-70-210-390

The City has carved out a 15.15 acre frontage parcel on a City-owned property located along North Garfield Avenue to facilitate residential development. The parcel is presently used as a golf course and has an 8-story Homes 2 Suites hotel, 3-story Hilton Garden Inn hotel, and the Armenian Genocide Martyrs Memorial located to the west of the parcel.

This parcel is also walking distance to golf course, recreation and entertainment facilities, public transportation, schools, shopping centers, markets, and restaurants.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 800 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

Development of this site will improve the socio-economic mobility and integration, and access to resources. No existing units would be displaced.

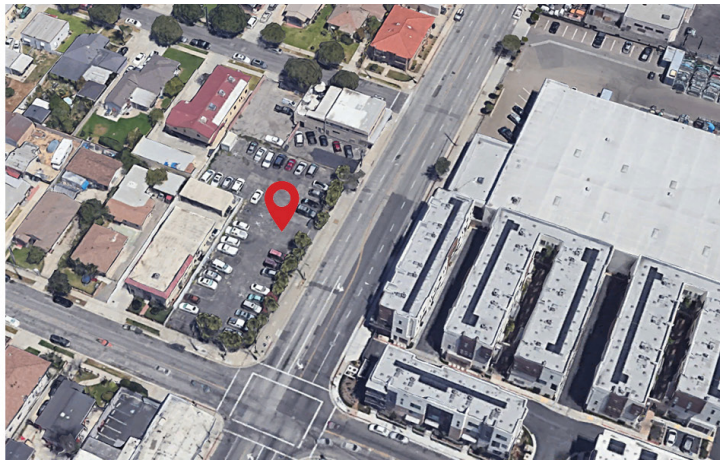
The City owns the underlying land and has complete control over the number of lower income housing units that gets built on the site. The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase

the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction that requires the low-income units to remain affordable.

The City’s General Plan Land Use map designates this parcel as Parks and Open Space. The site is zoned R-1. To facilitate residential development at higher density (50 to 80 units range) the General Plan and Zoning designations will be amended to Mixed-Use Neighborhood.

The Garfield Avenue frontage of the parcel could be developed with neighborhood serving commercial development.

The site is large enough to accommodate a 3-acre public park and series of smaller public and private open spaces for the residents consistent with the park like setting. The public park would not only serve the residents within the development but would be a welcome amenity for the lower resource areas across the street. Therefore, a conservative capacity of 66% of maximum allowed density has been allocated for residential uses. The 800 potential housing units will include 130 very low income units, 70 low income units, 210 moderate income units and 390 above moderate income units.



9	1018 West Olympic Avenue				
APN	6350-010-010, 6350-010-012			Parcel Size	0.4 acre
Existing Use	Vacant, parking lot	General Plan	General Commercial	Zoning	C-2
TCAC Category	Low Resource	Estimated Capacity	24 units	VL-L-M-AM	0-0-8-16



The 0.4 acre parcel is located at the northeast corner of Olympic Boulevard and Greenwood Avenue. The vacant parcel is currently used as a parking lot and surrounded by recently built multi-family residential, commercial, and industrial uses.

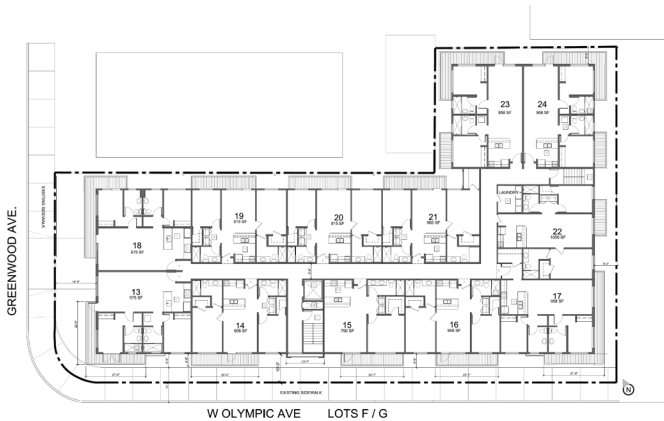
This parcel is also walking distance to parks, recreation and entertainment facilities, public transportation, schools, shopping centers, markets, and restaurants.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 24 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

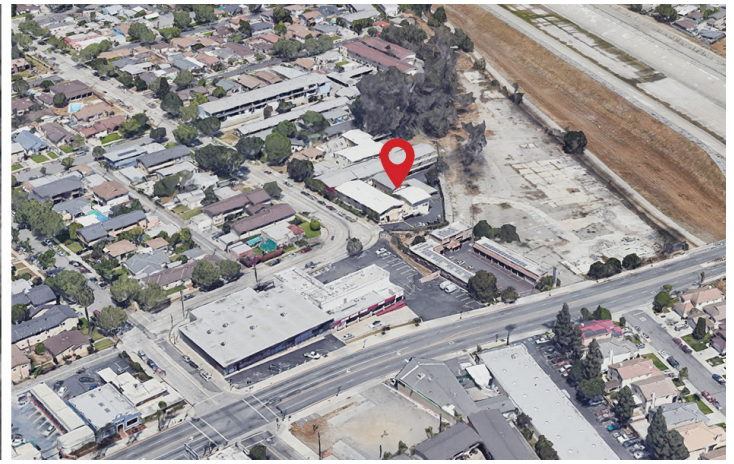
The redevelopment of this site would not displace existing units.

The City's General Plan Land Use map designates this site at General Commercial. The site is zoned C-2. To facilitate urban residential development (at 40 to 60 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor.

The City is processing a development application to allow the construction of a 3-story, 24 unit development with 2,000 square feet of street level retail use, and 1,675 square feet of roof-top recreation area. Therefore, a capacity of 100% of maximum allowed density has been allocated for residential uses. The 24 housing units will include 8 moderate income units and 16 above moderate income units.



Rendering and floor plan from the development application.



10	116, 128, 129, 133, 136 North Poplar Avenue				
APN	6346-020-012, 6346-020-013, 6347-012-008, 6347-011-019, 6347-011-013			Parcel Size	2 acres
Existing Use	Golf course	General Plan	Medium Density Residential and High-Density Residential	Zoning	R-3
TCAC Category	Low Resource	Estimated Capacity	156 units	VL-L-M-AM	0-0-55-101

The 2 acre site is located adjacent to the downtown core area. The parcel is currently improved with multi-family housing and is surrounded by multi-family development to north and west, a motel to the south, and a vacant site to the east. The sites to the south and east are identified for multi-family residential development.

This parcel is also walking distance to parks, recreation and entertainment facilities, public transportation, schools, shopping centers, markets, and restaurants.

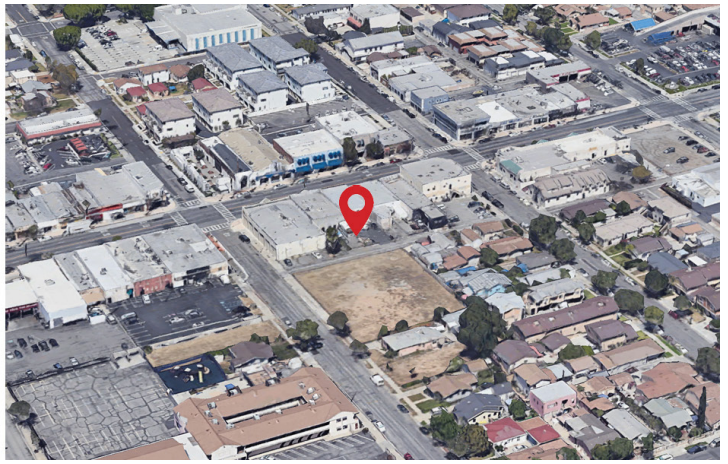
The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 156 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

The City’s General Plan Land Use map designates this site as Medium Density Residential and High-Density Residential. The site is zoned R-3. To facilitate urban residential development (at 60 to 80 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Neighborhood.

The City is processing a development application to allow the construction of a 4-story, 156 unit development which is presently going through the City’s entitlement process. A number of amenities will be provided on the first-floor deck including a courtyard, swimming pool, gym, and children’s play area. A capacity of 98% of maximum allowed density has been allocated for residential uses. The 156 housing units will include 55 moderate income units and 101 above moderate income units.



Rendering and floor plan from the development application.



11 112-132 South 6th Street, 501-525 East Whittier Boulevard					
APN	6349-005-006, -011, -012, -013, -014, -015, -037, -900, -901, -902, and -903			Parcel Size	1.56 acres
Existing Use	Vacant, parking lot	General Plan	General Commercial, Medium Density Residential	Zoning	C-2, R-3
TCAC Category	Low Resource	Estimated Capacity	132 units	VL-L-M-AM	61-33-13-25



In November 2021, Montebello City Council approved plans for a 132-unit affordable housing complex on a 1.5-acre stretch along Whittier Boulevard.

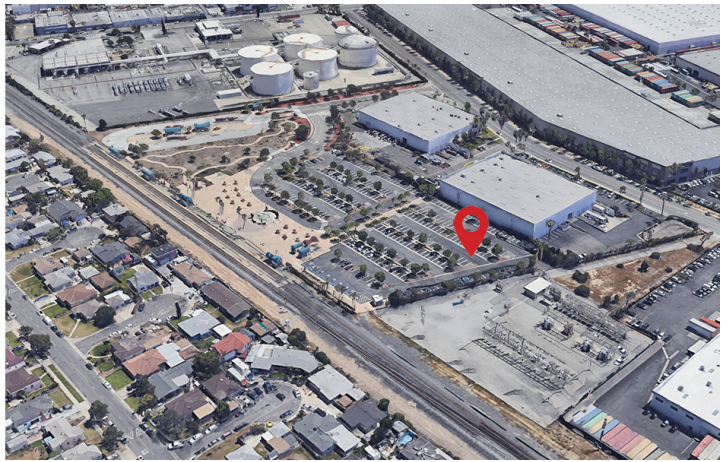
The 1.56 acre site is located in the downtown core area. The parcel consists of five vacant City owned lots on 6th Street, and five frontage lots along Whittier Boulevard. The parcel is surrounded by main street commercial uses to north and east; multi- and single-family uses to the east; parking, vacant lot, and single-family residential uses to the west; and single- and multi-family residential uses to the south. This parcel is walking distance to downtown amenities, shopping centers, markets, and restaurants, recreation and entertainment facilities, public transportation, schools, and parks.

The site currently has access to water, sewer, and dry utilities. During the entitlement review process, the existing and proposed infrastructure improvements were carefully assessed to ensure that adequate capacity for 132 additional units. Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

The City’s General Plan Land Use map designates the Whittier Boulevard fronting parcels as General Commercial, and Medium Density Residential for the

parcels along 6th Street. Majority of the site is zoned C-2, and the lots along 6th street are zoned R-3. The City is currently developing a Downtown Montebello Specific Plan which includes this parcel. To facilitate urban residential development (at 60 to 85 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor for Whittier Boulevard fronting parcels and Mixed-Use Neighborhood for parcels along 6th Street.

In November 2021, the City Council approved the construction of a 4-story, mixed use development containing 132 residential units. The City is partnering with the Cesar Chavez Foundation, an affordable housing developer, to help facilitate this project and assist with the affordability of the project to ensure that the majority of the units will be available for persons with lower income. A capacity of 100% of maximum allowed density has been allocated for residential uses. The 132 potential housing units will include 61 very low income units, 33 low income units, 13 moderate income units and 25 above moderate income units. To assist with supportive services for the victims of domestic violence residential population, Cesar Chavez Foundation will partner with the Downtown Women’s Center.



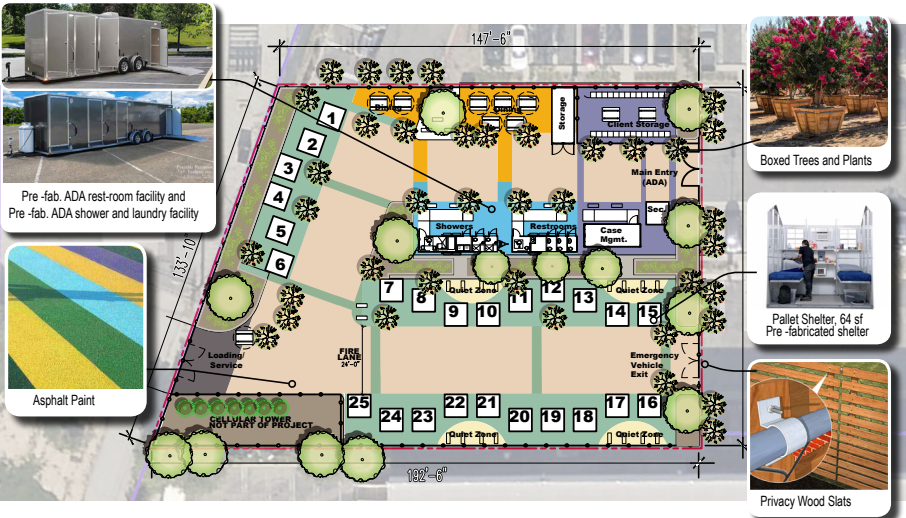
12	2000 Flotilla Street				
APN	6336-002-902			Parcel Size	0.49 acre
Existing Use	Parking lot	General Plan	Industrial	Zoning	M-2
TCAC Category	Low Resource	Estimated Capacity	25 units	VL-L-M-AM	25-0-0-0

The City has carved out this approximately 0.49 acre site located in the southwest corner of the parking lot at the Montebello/Commerce Metrolink Station to allow 25 tiny homes to assist homeless individuals within the City. Besides the Station, the parcel is surrounded by industrial development.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 25 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

This is a joint program with San Gabriel Valley Regional Housing Trust (SGVRHT), the San Gabriel Valley Council of Governments (SGVCOG), and the City of Montebello.

Participants will be primarily selected through local street outreach and will be assigned a unit for the duration of their stay. Case management includes connecting clients to healthcare, job training, and a permanent housing solution. The target length of stay is 90 days and it is anticipated that the site will serve up to 100 individuals in a year.



San Gabriel Valley Regional Housing Trust

Operation Stay Safe

SK 02m July 20, 2021

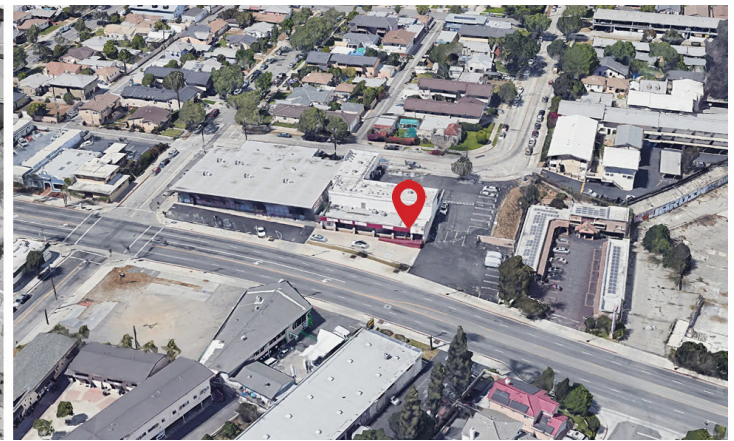
Each unit provides a bed, shelves, overhead light, A/C heat, an outlet, and a door that locks. The site will also provide a shared restroom, shower, and laundry facilities, as well as a communal meal space offering participants, increased access to hygiene and a sense of community. The site will have security 24 hours a day, privacy fencing, and a secured entry for the benefit of participants and neighbors.

The City's General Plan Land Use map designates this site as Industrial. The site is zoned M-2.

As the applicant, the City is exempt from any entitlement process.

The parcels fall within a Qualified Census Tract (QCT). QCTs are census tracts with a poverty rate of at least 25% or in which 50% of the households have incomes below 60% of AMI.

6. Housing Opportunity Sites



13	104, 116, 128 East Whittier Boulevard				
APN	6347-012-011, 6347-012-012, 6347-012-010			Parcel Size	1.28 acre
Existing Use	Motel, commercial building	General Plan	Boulevard Commercial	Zoning	C-2
TCAC Category	Low Resource	Estimated Capacity	80 units	VL-L-M-AM	0-0-0-80

This 1.28 acre site includes three frontage lots in the Downtown area. The lots are improved with a motel and commercial buildings.

The parcel is surrounded by auto repair facility and vacant tract to the south, vacant lot to the east, office and multi-family residential uses to the west, and multi-family residential uses to the north.

The property owners have listed the properties for sale and have also expressed interest in redeveloping the site. Additionally, sites to the south, north and east are being actively pursued for mixed-use redevelopment or have been approved or are being processed to allow multi-family residential development. This area is on the precipice of major changes which will be further advanced through a Downtown Montebello Specific Plan that is scheduled to be completed in 2022.

This parcel is walking distance to downtown amenities, shopping centers, markets, and restaurants, recreation and entertainment facilities, public transportation, schools, and parks.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 80 additional units.

Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

The redevelopment of this site would not displace existing units.

The City's General Plan Land Use map designates this site as Boulevard Commercial. The three lots are zoned C-2. The Downtown Montebello Specific Plan currently under production, identifies the parcel as a catalytic site. To facilitate urban residential development (at 60 to 80 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor.

For this downtown parcel with frontage on Whittier Boulevard, it is likely that street level uses may be non-residential uses. Based on recently approved projects in the vicinity, a capacity of 78% of maximum allowed density has been allocated for residential uses. The 80 potential housing units will be above moderate income units.



14	2134 Montebello Town Center				
APN	5271-020-063, 5271-020-062, 5271-020-061, 5271-020-077, 5271-020-081, 5271-020-082, 5271-020-084			Parcel Size	25.94 acre
Existing Use	Shopping mall	General Plan	General Commercial	Zoning	C-2
TCAC Category	Moderate Resource	Estimated Capacity	1,868 units	VL-L-M-AM	616-320-420-512

This 25.94 acre parcel is home to The Shops at Montebello, a 758,504 square foot shopping mall mainly located within the City limits of Montebello with over 120 national and local retail outlets. A small portion of the eastern side of the mall is within the City limits of Rosemead. The parcel is located south of State Route 60 and north of the Montebello Hills. The shopping mall shares a common driveway with a medical office development to the west. The site currently has access to water, sewer, and dry utilities.

As shopping dollars migrated online and a parade of well-known retailers closed shop, the malls that have not evolved fast enough stumbled into a devastating cycle of dwindling traffic, lower sales, and disappearing storefronts. The pandemic has only sped up this trend, as health and safety concerns keep shoppers at home. The property owner is interested in transforming the single-use mall into an integrated, mixed-use place with residential uses.

Development of this site will improve the socio-economic mobility and integration, and access to resources. No existing units would be displaced.

The City's General Plan Land Use map designates this site at General Commercial. The parcel is zoned C-2. To facilitate urban residential development (at 60 to 80 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Neighborhood.

For this freeway parcel with frontage on State Route 60, it is likely that freeway fronting uses would be non-residential uses. Also, a project of this magnitude would likely be carried out in phases, with some areas extending beyond the eight year threshold of this Housing Plan.

The site is visually screened from existing neighborhoods by Montebello Hills and the I-10 Freeway. A dense and urban redevelopment of this site can occur without impacting any existing established neighborhoods in Montebello. A 2021 market and fiscal study supports urban high density residential redevelopment of this site with supporting retail and entertainment uses. Based on similar mall retrofits of regional malls underway in Montclair and West Covina, a capacity of 90% of maximum allowed density has been allocated for residential uses.

The 1,868 potential housing units will include 616 very low income units, 320 low income units, 420 moderate income units and 512 above moderate income units. The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.



15	1345 Montebello Boulevard				
APN	5293-001-023			Parcel Size	7.04 acre
Existing Use	Parking for vacant building	General Plan	General Commercial	Zoning	C-2
TCAC Category	Moderate Resource	Estimated Capacity	350 units	VL-L-M-AM	103-85-37-125

This 7.04 acre parcel is the parking lot for a vacant warehouse building, formerly occupied by Costco (“former Costco building”). The parcel is at a lower elevation than the site to the west which is used as a public utility facility. To the south is Montebello Hills and to the east is a shopping center.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 350 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

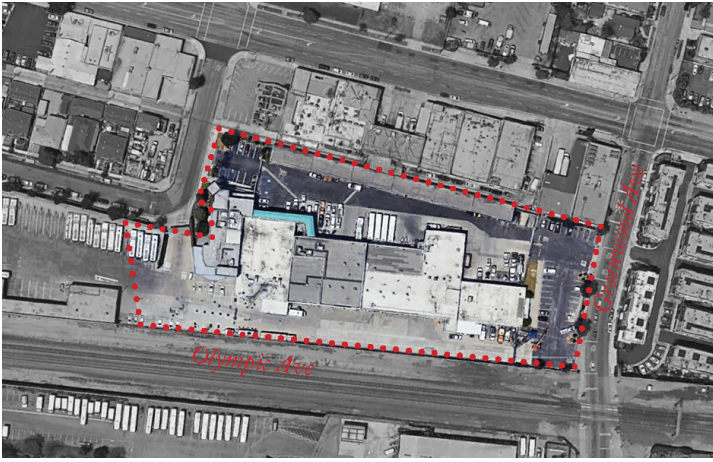
The former Costco building is planned to be repurposed for another use. In June 2021, the City entered into a Development Agreement to allow the former Costco building to be used as a “last-mile delivery facility” and reserving the surface parking lot for a future mixed-use development and/or residential development, subject to discretionary land use approvals by the City.

The very low (0.13) ratio of improvement assessed value to land assessed value makes this site an ideal candidate for redevelopment. The owner is actively pursuing the development of a mixed-use project and intends to replace the surface parking spaces within a multi-story parking structure to be located to the north of the former Costco building. Preliminary plans for the mixed-use project have been informally presented to the City and the owner intends to formally submit the development proposal to the City.

Development of this site will improve the socio-economic mobility and integration, and access to resources. No existing units would be displaced.

The City’s General Plan Land Use map designates this site as General Commercial. The parcel is zoned C-2. To facilitate urban residential development (at 60 to 80 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Neighborhood.

The parcel frontages next to existing commercial uses may be developed for non-residential uses. This is a large site that is likely to provide a range of public and private open spaces. A capacity of 62% of maximum allowed density has been allocated for residential uses. The 350 potential housing units will include 103 very low income units, 85 low income units, 37 moderate income units, and 125 above moderate income units.



16	400 South Taylor Ave				
APN	6350-016-904, 6350-017-906			Parcel Size	5.85 acre
Existing Use	City's Transportation Facility	General Plan	Industrial	Zoning	M-1
TCAC Category	Low Resource	Estimated Capacity	351 units	VL-L-M-AM	148-80-43-80

This 5.85 acre parcel is the City's Transportation Facility. To the north and west is industrial and multi- and single-family uses. To the east are recently built multi-family residential buildings, and to the south is the Union Pacific Rail Line.

This parcel is walking distance to parks, shopping centers, markets, and restaurants, recreation and entertainment facilities, public transportation, and schools.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 351 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

The redevelopment of this publicly owned parcel would not displace existing units.

The City's General Plan Land Use map recommends the site for industrial uses. The parcel is zoned M-1. To facilitate urban residential development (at 40 to 60 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Neighborhood.

Accross Greenwood Avenue and east of the subject site, Montebello Collection -- South, a 35 townhomes project was recently buit at 100% residential capacity. A similar capacity of 100% of maximum allowed density has been allocated for residential uses on the subject site.

The City owns the site and can prescribe the low-income unit distribution on this site. The 351 potential housing units will include 148 very low income units, 80 low income units, 43 moderate income units, and 80 above moderate income units. The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.



17	1105 South Bluff Road				
APN	6352-001-055			Parcel Size	6.26 acre
Existing Use	Vacant Religious Facility	General Plan	Institutional	Zoning	R-1
TCAC Category	Low Resource	Estimated Capacity	360 units	VL-L-M-AM	234-126-0-0

This 6.26 acre was home to De Paul Center that closed in 2020. To the north is multi- and single-family uses. To the south and west are single-family residential buildings. To the east is the Rio Hondo Channel.

This parcel is walking distance to parks, trails, neighborhood retail, recreation facilities, public transportation, and schools.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 360 additional units. Furthermore, the General Plan Update underway will examine and address any infrastructure or maintenance needs identified.

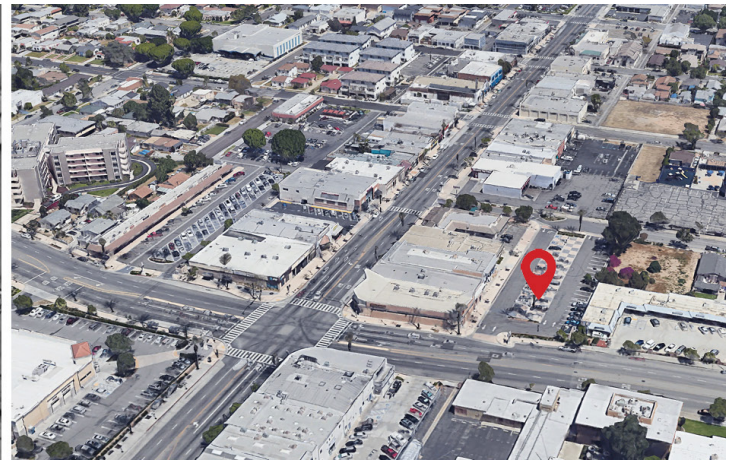
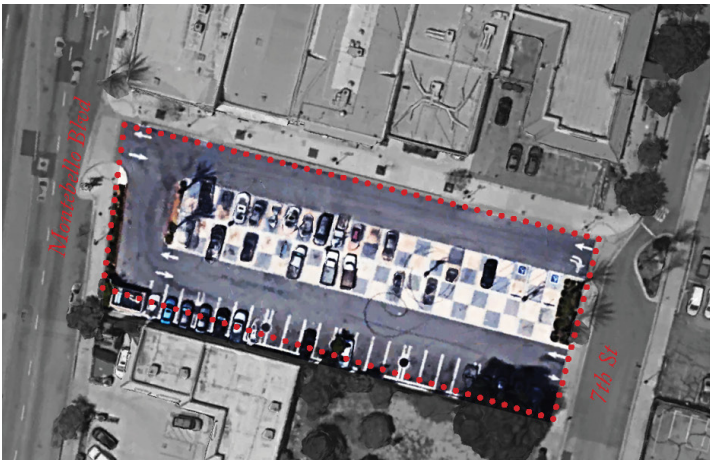
The redevelopment of this site would not displace existing units.

The City’s General Plan Land Use map recommends the site for institutional related uses. The parcel is zoned R-1. To facilitate residential development (at 40 to 60 units per acre range)

the General Plan and Zoning will be amended to Mixed-Use Neighborhood.

The property owner would like to sell the property. A leading non-profit affordable housing development company has expressed interest in developing affordable housing at this location. The General Plan visioning workshop identified a new 6 acre neighborhood park next to this site in conjunction with context sensitive affordable housing.

This site is located in an established residential neighborhood. A capacity of 96% of maximum allowed density has been allocated for residential uses. The 360 potential housing units will include 234 very low income units and 126 low income units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.



18	122 South Montebello Boulevard				
APN	6349-007-910, 6349-007-915			Parcel Size	0.58 acre
Existing Use	Vacant lot, parking	General Plan	General Commercial	Zoning	C-2
TCAC Category	Low Resource	Estimated Capacity	26 units	VL-L-M-AM	0-0-9-17

The 0.58 acre site is the City’s parking lot serving the Downtown area. The site is surrounded by commercial uses to the north, east, and west. To the south is a commercial strip center and a vacant lot.

This parcel is walking distance to shopping, restaurants, entertainment and recreation facilities, public transportation, parks, and schools.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 26 additional units. Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

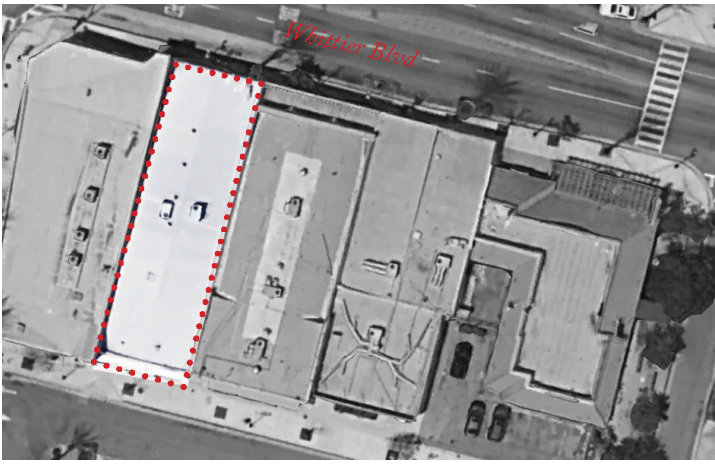
The redevelopment of this site would not displace existing units.

The City’s General Plan Land Use map recommends the site for General Commercial uses. The parcel is zoned C-2. The Downtown Montebello Specific Plan currently under production,

identifies the parcel as a catalytic site. To facilitate residential development (at 40 to 60 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor.

It is likely that non-residential uses may occupy the Montebello Boulevard frontage. A conservative capacity of 75% of maximum allowed density has been allocated for residential uses.

The City owns the site and can prescribe the low-income unit distribution on this site. The 26 potential housing units will include 9 moderate income units and 17 above moderate income units. The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.



19	715 West Whittier Boulevard				
APN	6349-007-004			Parcel Size	0.12 acre
Existing Use	Vacant building	General Plan	General Commercial	Zoning	C-2
TCAC Category	Low Resource	Estimated Capacity	5 units	VL-L-M-AM	0-0-2-3

This City owned 0.12 acre site in the Downtown area is improved with a vacant storefront. The site is surrounded by commercial uses to the north, east, and west. To the south is the City’s parking lot.

This parcel is walking distance to shopping, restaurants, entertainment and recreation facilities, public transportation, parks, and schools.

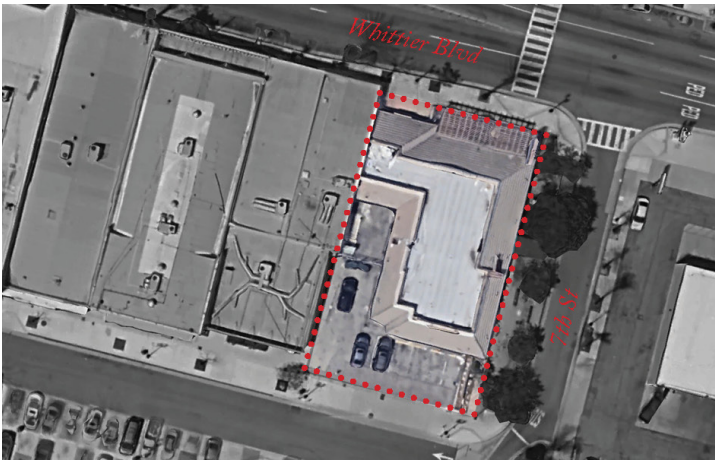
The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 5 additional units. Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

The redevelopment of this site would not displace existing units.

The City’s General Plan Land Use map recommends the site for General Commercial uses. The parcel is zoned C-2. The

Downtown Montebello Specific Plan currently under production, identifies the parcel as a catalytic site. To facilitate residential development (at 40 to 60 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor.

The City owns the site and can prescribe the low-income unit distribution on this site. It is likely that non-residential uses may occupy the Whittier Boulevard frontage at street level. A conservative capacity of 75% of maximum allowed density has been allocated for residential uses. The 5 potential housing units will include 2 moderate income units and 3 above moderate income units. The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.



20	701 West Whittier Boulevard				
APN	6349-007-917			Parcel Size	0.22 acre
Existing Use	Vacant building	General Plan	General Commercial	Zoning	C-2
TCAC Category	Low Resource	Estimated Capacity	10 units	VL-L-M-AM	0-0-3-7

This City owned 0.22 acre site in the Downtown area is improved with a vacant restaurant building. The site is surrounded by commercial uses to the north, east, and west. To the south is the City's parking lot.

This parcel is walking distance to shopping, restaurants, entertainment and recreation facilities, public transportation, parks, and schools.

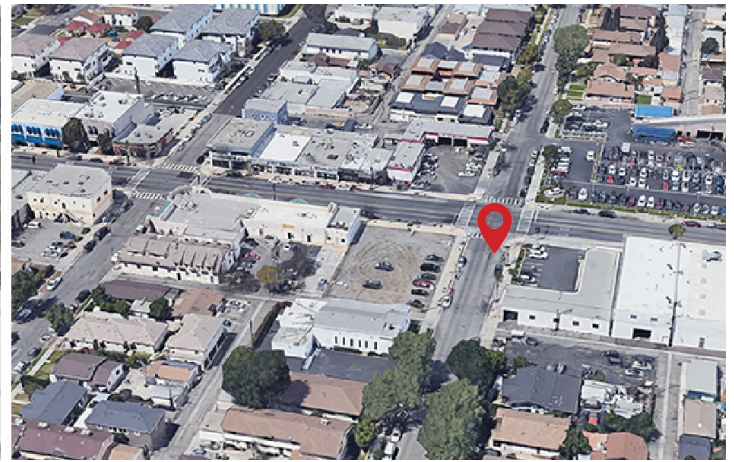
The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accomodate 10 additional units. Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

The redevelopment of this site would not displace existing units.

The City's General Plan Land Use map recommends the site for General Commercial uses. The parcel is zoned C-2. The Downtown Montebello Specific Plan currently under production,

identifies the parcel as a catalytic site. To facilitate residential development (at 40 to 60 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor.

The City owns the site and can prescribe the low-income unit distribution on this site. It is likely that non-residential uses may occupy the Whittier Boulevard frontage at street level. A conservative capacity of 75% of maximum allowed density has been allocated for residential uses. The 10 potential housing units will include 3 moderate income units and 7 above moderate income units. The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.



21	401 West Whittier Boulevard				
APN	6349-004-016			Parcel Size	0.27 acre
Existing Use	Vacant, parking lot	General Plan	Boulevard Commercial	Zoning	C-2
TCAC Category	Low Resource	Estimated Capacity	12 units	VL-L-M-AM	0-0-4-8

The 0.27 acre site is used as a parking lot in the Downtown area. The site is surrounded by commercial uses to the north, east, and west. To the south is a religious facility.

This parcel is walking distance to shopping, restaurants, entertainment and recreation facilities, public transportation, parks, and schools.

The site currently has access to water, sewer, and dry utilities. Adequate capacity is available to accommodate 10 additional units. Furthermore, the General Plan Update and Downtown Specific Plan underway will examine and address any infrastructure or maintenance needs identified.

The redevelopment of this site would not displace existing units.

The City’s General Plan Land Use map recommends the site for Boulevard Commercial uses. The parcel is zoned C-2. The Downtown Montebello Specific Plan currently under production,

identifies the parcel as a catalytic site. To facilitate residential development (at 40 to 60 units per acre range) the General Plan and Zoning will be amended to Mixed-Use Corridor.

It is likely that non-residential uses may occupy the Whittier Boulevard frontage at street level. A conservative capacity of 75% of maximum allowed density has been allocated for residential uses. The 12 potential housing units will include 4 moderate income units and 8 above moderate income units.

The City is planning to adopt an Inclusionary Zoning Ordinance (see Program #8) that will require all new development to provide low-income housing on-site. The City is also planning to adopt a Density Bonus Ordinance (see Program #8) that will provide an incentive to a developer to increase the maximum allowable development on a site in exchange for production of additional low-income housing units. The City has the option to pursue deed restriction during entitlement review that would require the low-income units to remain affordable.

B. FINANCIAL AND ADMINISTRATIVE RESOURCES

1. State and Federal Resources

A. Community Development Block Grant Program (CDBG)

Federal funding for housing programs is provided by the Department of Housing and Urban Development (HUD). The CDBG program is flexible in that funds can be used for a wide range of activities including acquisition and or disposition of real estate, public facilities and improvements, relocation, rehabilitation and construction of housing, home ownership assistance, and clearing activities. Montebello is an “entitlement City” and receives CDBG funds directly from HUD. The current level of CDBG funding is approximately \$650,000 per year.

B. Home Investment Partnership (HOME) Program

Activities that are expected to be supported by HOME funds include new construction and acquisition/rehabilitation of affordable housing. The current level of HOME funding is approximately \$300,000 per year.

C. Section 8 Rental Assistance

The City applies to the U.S. Department of Housing and Urban Development (HUD) for local allocations of Section 8 Housing Choice Vouchers, which provide rent subsidies to very low income residents (up to 50% AMI). Under the Section 8 program, most tenants pay about 30% of their income for rent. The remainder – the difference between what the tenant pays and the actual rent – is paid directly to the landlord by the public housing agency. The Los Angeles County Development Authority manages the Section 8 Housing Voucher program. Per LACDA data from 2019, the City had 726 households with Section 8 vouchers.

D. SB 2-Grants

Governor Brown signed the Building Homes and Jobs Act (SB 2, 2017), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate.

The first year of SB 2 funds are available as planning grants to local jurisdictions. The City of Montebello received \$310,000 for planning efforts to facilitate housing production. For the second year and onward, 70% of the funding will be allocated to local governments for affordable housing purposes. A large portion of year two allocations will be distributed using the same formula used to allocate federal Community Development Block Grants (CDBG). Montebello is eligible for an estimated \$610,000 from funding received during FY 2020-2021.

E. Low-Income Housing Tax Credit Program

The Low-Income Housing Tax Credit Program was created by the Tax Reform Act of 1986 to provide an alternate method of funding low-and moderate-income housing. Each State receives a tax credit, based upon population, toward funding housing that meets program guidelines. The tax credits are then used to leverage private capital into new construction or acquisition and rehabilitation of affordable housing. Limitations on projects funded



under the Tax Credit programs include minimum requirements that a certain percentage of units remain rent-restricted, based upon median income, for a term of 15 years.

The City will seek to gain funding for the development of affordable housing through the LIHTC program. Investors receive a credit against federal tax owed in return for providing funds to developers to build or renovate housing for low-income households. The capital subsidy allows rents to be set below the cost of development and maintenance of the property.

2. Nonprofit Agencies and Public Service Groups

Through its federal entitlement and other resources, Montebello interacts with various nonprofit agencies and public service groups in the delivery of programs. These agencies and groups include the following:

- Housing Rights Center;
- YMCA;
- Heart of Compassion;
- Montebello Community Assistance Program;
- Mexican American Opportunity Foundation; and
- Summer Youth Employment Program.

C. ENERGY CONSERVATION

Energy poverty, results due to the high costs of heating or cooling relative to low household income, high energy prices and poor building energy efficiency.

The primary uses of energy in urban areas are for transportation, lighting, water heating, and air conditioning. The high cost of energy and the environmental impacts of energy consumption warrant efforts to reduce or minimize energy consumption.

All of the properties included in the housing sites inventory are situated within transit-served corridors and in close proximity to key public and commercial amenities. Accommodating the City's future housing growth in these walkable areas is expected to reduce vehicle miles travelled (VMT) and minimize energy consumption associated with the provision of water and the disposal of both wastewater and solid waste.

Title 24, Building Energy Standards for Residential Development, establishes energy budgets or maximum energy use levels for dwelling units. The standards of Title 24 supersede local regulations, and mandate implementation by local jurisdictions. The City will continue strict enforcement of local and state energy regulations for new residential construction, and continue providing residents with information on energy efficiency.

The City's goal is to achieve maximum use of conservation measures and alternative, renewable energy sources in new and existing residences. By encouraging and assisting residents to utilize energy more efficiently, the need for costly new energy supplies, and the social and economic hardships associated with any future shortages of conventional energy sources, will be minimized.



6 Constraints

Governmental policies and regulations can have both positive and negative effects on the availability and affordability of housing and supportive services. This section describes the policies and strategies that provide incentives for housing in Montebello that have resulted in significant contributions to the City's housing stock. This section also analyzes City policies and regulations that could potentially constrain the City's abilities to achieve its housing vision. Constraints to housing can include land use controls, development standards, residential development fees, and development approval processes, along with non-governmental constraints such as market, infrastructure, and environment. A brief discussion of the City's policy and regulatory context is presented below.

A. GOVERNMENTAL CONSTRAINTS

The supply and availability of housing may be constrained by governmental actions that can affect the supply and cost of housing by increasing development costs and reducing the availability of land on which to build housing. The local government has power to control and adjust land use policies, site improvement requirements, permit and impact fees, and permit processing procedures — all of which impacts housing production. The local regulations and land use policies also shape the pattern of development.

1. General Plan

One of the biggest challenges facing Montebello is identifying and implementing strategies that can help revitalize underserved communities in ways that minimize displacement and increase access to opportunity. These challenges are systemic and the task ahead will require ongoing engagement, partnerships, research, and policy innovation.

Affordability is not only about being able to afford to buy or rent a house, but also being able to afford to live in it. This goes beyond meeting expenses related to operations and maintenance; it also involves considerations of transportation, infrastructure and services that are established by patterns of development. If a house is cheap enough to buy and run, but located far from livelihood opportunities or amenities such as schools, it cannot be said to be affordable. Besides affordable housing, a well-functioning neighborhood requires that employment and recreation opportunities, neighborhood-serving retail, schools, and public gathering space are all available within a walkable, transit-oriented environment. To build and reknit holistic neighborhoods requires a new approach, one that taps into the power of small and incremental changes, leverages partnerships between big and small actors, harnesses a community vision, and emphasizes robust community engagement. Smaller, more gradual changes occur at a pace and on a scale that does not overwhelm the character of a place. If resilience is the strength of many parts, incremental development encourages the many small pieces needed to build stronger neighborhoods. Innovation, flexibility, adaptation, and a nimble response are all baked in.



The City's current General Plan has not been updated for over three decades. The current land use plan can not accommodate the 6th cycle RHNA. After adopting the 2045 General Plan (anticipated in 2022) opportunities for housing development in Montebello would be significantly expanded.

The City of Montebello must play a critical role by maximizing infrastructure investments to design safer streets and more appealing public places. Updates to General Plan and Zoning Ordinances can make redevelopment easier and more cost effective. These improvements can encourage the growth of local talent, increase personal stake in revitalization efforts, and spark a local entrepreneurial spirit. Rebuilding whole, inclusive communities after systemic exclusionary practices have torn them apart is an extraordinary task.

Combining new and old tools, discovering powerful policy changes, and uplifting the work of diverse and innovative practitioners can be the first step. Providing meaningful paths to engagement and allowing for local knowledge and lived experience to drive a shared vision ensures that community members are central to any change.

2. Zoning Regulations

A. Use Requirements:

Zoning regulations prescribe the uses allowed; standards that manage the impact of the uses, such as parking and landscaping; and standards such as setback and height that define the shape of the public realm.

lowed in the various districts in Montebello that permit residential uses. This table also shows whether they are permitted, require a Conditional Use Permit, or are not allowed in a given district.

Table 6.1 summarizes the residential development types al-

Residential Uses	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Single-family detached dwelling	P	P	P	P	P	—	—	—	—	—	—
Single-family attached dwelling	—	P	P	P	P	—	—	—	—	—	—
Duplex	—	—	P	P	P	—	—	—	—	—	—
Multi-family dwelling	—	—	—	P	P	—	—	—	—	—	—
Accessory Dwelling Unit	P	P	P	P	P	—	—	—	—	—	—
Children's Home	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP		
Convents and Monasteries	CUP	CUP	CUP	CUP	CUP	—	—	—	—	—	—
Dwellings, Caretaker (Quarters)	—	—	—	—	—	—	—	—	P	P	P
Emergency Shelters	—	—	—	—	—	—	—	—	P	P	—
Family Care for 7 or More Persons	CUP	CUP	CUP	CUP	CUP	—	—	—	—	—	—
Homes for Seniors and Handicapped	—	—	—	CUP	CUP	CUP	CUP	CUP	—	—	—
Mobile Home Parks	—	—	—	CUP	CUP	—	—	—	—	—	—
Mobile/Manufactured Housing	—	P	P	P	P	—	—	—	—	—	—
Supportive Housing	—	P	P	P	P	—	—	—	—	—	—
Transitional Housing	—	P	P	P	P	—	—	—	—	—	—

P = Permitted Uses; CUP = Conditional Use Permit; “—” = Uses Not Permitted

Table 6.1. Residential Use Standards. Source: City of Montebello Zoning Code.

For the residential zones, Table 6.2 summarizes the standards that control number of dwelling units allowed on a lot, lot size, lot coverage, and building size requirements.

Zone	Maximum Density	Maximum Number of Bedrooms	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Coverage	Maximum Building Height	Maximum Building Length
R-A & R-1	1 dwelling unit per lot	(no limit)	5,000 sq.ft. south of Beverly Boulevard 6,000 sq.ft. north of Beverly Boulevard	50 ft. south of Beverly Boulevard (60 ft. corner lots) 60 ft. north of Beverly Boulevard (70 ft. corner lots)	100 ft.	40%	35 ft.	None
R-2	1 dwelling unit per 3,000 sq. ft. of lot area, not to exceed 2 dwelling units per lot	1 bedroom per 1,000 sq. ft. of lot area	6,000 sq. ft.	50 ft.	100 ft.	50%	25 ft.	None
R-3	1 dwelling unit per 3,000 sq. ft. of lot area	1 bedroom per 1,000 sq. ft. of lot area	10,000 sq. ft.	50 ft.	100 ft.	60%	25 ft.	150 ft.
R-4	1 dwelling unit per 2,000 sq. ft. of lot area	1 bedroom per 1,000 sq. ft. of lot area	20,000 sq. ft.	50 ft.	100 ft.	60%	25 ft.	250 ft.

Table 6.2. Residential Development Standards Table. Source: City of Montebello Zoning Code.

Emergency Shelter

Senate Bill No. 2 (2007) amended Sections 65582, 65583, and 65589.5 of the Government Code relating to local planning. This bill added emergency shelters to these provisions and required that the Housing Element identify zones in the City where emergency shelters are allowed as a permitted use without a Conditional Use Permit. State law defines an emergency shelter as a means of housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Emergency shelters are permitted in the M-1 zones, subject to the same development and operational standards that apply to residential uses within residential zones. The City proposes to amend zoning standards to also allow emergency shelters in C-M zones. A large central and southern portion of the City is zoned C-M and M-1 where emergency shelters would be permitted by right. In many instances, single-family residential areas are located adjacent to C-M and M-1 zoned areas. Emergency shelters would be transitional buffer uses for many underperforming industrial sites. Though properties vary in size, they include many large sites. The market and fiscal study noted various underperforming commercial and industrial parcels and recommends transitioning to other land uses.

These sites are generally well served by public transit, particularly those along commercial corridors many of which are high quality transit corridors. The existing Metrolink Station is located within M-1 District and future light rail transit line is planned along Washington Boulevard fronting the C-M zoned parcels. In anticipation of the transit service the proposed General Plan updates recommends multi-family residential uses.

The analysis shows there are a multitude of opportunity sites throughout the City. Emergency shelters are allowed in zones and locations appropriate for human habitability, including commercial, and industrial zones found in central and southern areas of the City. Given the zones where shelters are permitted, some of the largest and most opportune sites in the city are available for siting an emergency shelter.

Montebello Municipal Code 17.34.030 prescribes standards for Emergency shelters. These standards will be revised to be in compliance with Government Code 65583(a)(4)(A) -- see Chapter 8, Program 9.

The City is leading by example. The City in partnership with the San Gabriel Valley Regional Housing Trust (SGVRHT), the San Gabriel Valley Council of Governments (SGVCOG) has carved out a 0.49 acre site to build 25 emergency shelters (see Chapter 5 Resources and Opportunities, Land Resources, site #12).

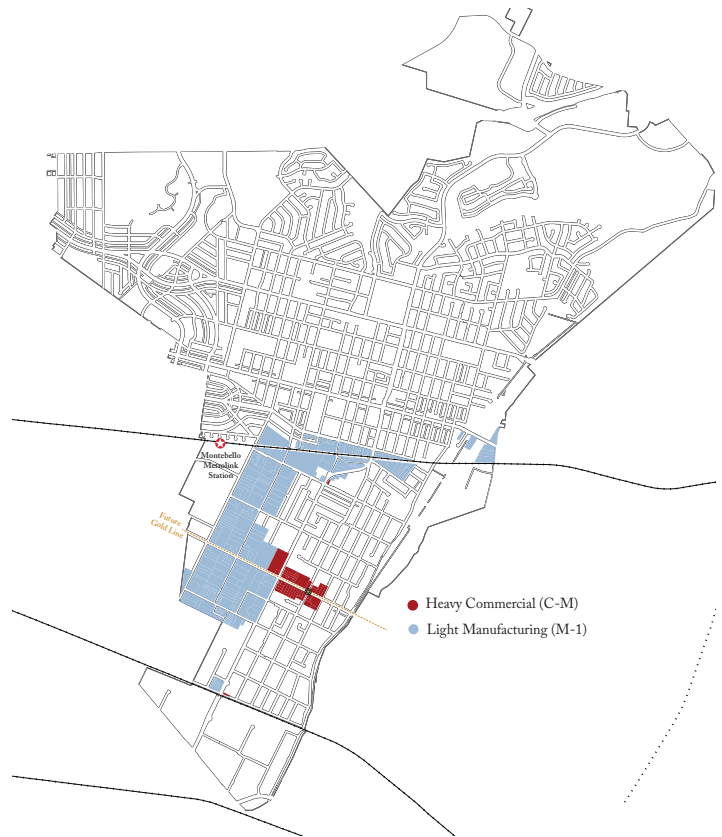
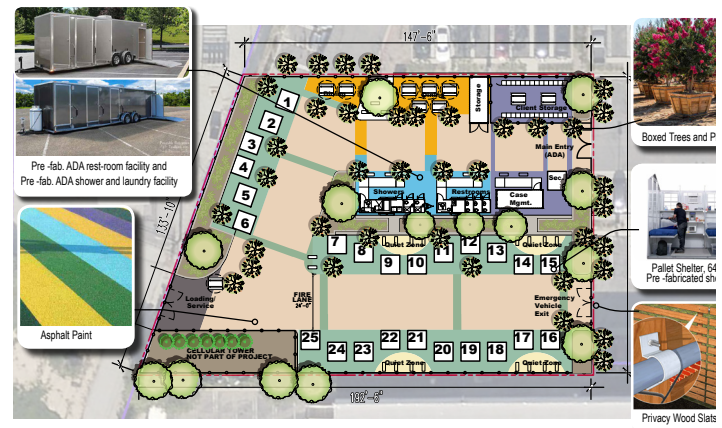


Figure 6.1. Emergency shelters are allowed by right in C-M and M-1 Zone.



25 emergency shelter units proposed on industrial zoned parcel at the Metrolink Station.

Supportive Housing

AB 2162 requires that supportive housing be permitted by right in zones where multifamily and mixed-use development is permitted. See Chapter 8, Program 9, proposed zoning ordinance amendment for compliance with AB 2162.

Manufactured Housing

Manufactured homes offer an affordable homeownership option for some families, and the improvements in their quality and safety have made them a more desirable option in recent decades. Presently, Manufactured homes are not permitted in R-A zone. The zoning code is proposed to be amended to allow manufactured homes in R-A zones. See Chapter 8, Program 9, proposed zoning ordinance amendment.

B. Setback Requirements

The setback requirements for residential development included in the City of Montebello Zoning Ordinance are summarized below in Table 6.3.

Yard	Adjacent Property	Setback
Front	Street	20 ft.
Side	Other lots	5 ft. for habitable structures; zero for non-habitable structures
	Alley	5 ft. for garage opening on alley; zero for non-habitable structures
	Street	10 ft. , 20 ft. for garage opening on street
Rear	Other lots	10 ft. for habitable structures; zero for non-habitable structures; 5 ft. for reverse corner lots
	Alley	5 ft. for habitable structures, or garage opening; zero for non-habitable structures

Table 6.3. Minimum Residential Setbacks. Source: City of Montebello Zoning Code.

Once the City has adopted the new General Plan, a comprehensive review and update to the Zoning Code will take place to ensure that the Zoning Code is consistent with and can effectively implement the new General Plan and Housing Element. The City's current setback standards will be revised as part of the comprehensive update to the Zoning Code.

Minimum setback requirements will be reexamined and will vary depending on context, adjacent land uses, and building design. For example: an urban townhouse with a stoop raises the livable areas from street level and can provide lesser setback while a residence with floor area closer to street level may need larger setback to allow privacy for living areas.

The smaller the lots are, the greater the percentage of land that must be reserved for the setback. When land values go up, land is more valuable to waste in setbacks. Thus, setbacks motivate us to consolidate land into fewer lots with an incentive to cover entire blocks in single buildings. Setbacks force us to consume more land than needed and encourage land consolidation, they break the sense of enclosure on urban streets, and space our built environment out — making us travel farther to get places.

C. Open Space Requirements

Residential development within the two-family residential R-2 zone is required to provide 100 square feet of private and 300 square feet of total open spaces per unit (private or common space). Development within the R-3 and R-4 zones is required to provide 150 square feet of private open space and 100 square feet of common open space per unit, for a total of no less than 300 square feet of total open space per unit. The City's requirements for open space does not constrain the development of housing, and are comparable, and often less than those in surrounding communities, such as Alhambra and Monterey Park.

The open space requirements in the Downtown Montebello Specific Plan and the objective design standards that will be developed following the adoption of the General Plan are proposed to be carefully integrated with block, street, building, and frontage standards to work in consort to create the specific urban place desired by the community. The function and location of all small and large open spaces and their relationships with the streets and buildings will be called out. The individual building types will specify private open spaces required at the lot and building level. This approach will allow housing units access to a range of public and private open spaces.

D. Parking

Above- or below-ground parking in Montebello can cost \$30,000 to \$50,000 per space and can account for nearly 20% of a household's rent. Generous parking requirements reduce housing affordability and impose various economic and environmental costs. Parking costs increase as a percentage of rent for lower priced housing. The lower income households tend to own fewer vehicles. Therefore, minimum parking requirements can be regressive and unfair.

For all residential zones, a minimum of two enclosed parking spaces per dwelling unit are required. For medium- to very high-density zones such as R-3, and R-4, one guest parking space per three dwelling units is also required. Mobile homes and mobile home parks require one parking space plus 0.5 guest parking space per site. The parking requirement for Accessory Dwelling Units (ADUs), one space per ADU, has been eliminated.

The City encourages various parking management strategies to increase affordability, economic efficiency, and equity. For example: the Planning Commission may authorize the joint use of parking facilities. For a joint use parking permit to be approved, the applicant must show that there is no substantial conflict in the principle operating hours of the buildings or uses for which the joint use of off-street parking facilities is proposed.

The proposed General Plan update and Downtown Specific Plan recommends following policies to manage parking and address future parking demand and requirements for new land uses and transit systems.

Within two years of the adoption of the Housing Element, the City will adopt flexible parking standards that varies the amount of required off-street parking for new developments or substantial renovations based on multiple factors, including:

- Provision of on-site transportation demand management (TDM) measures;
- Provision of unbundled parking;
- Vicinity to high-quality transit;
- Amount of walkable destinations;

- Auto ownership rates;
- Amount of affordable housing;
- Adjacency to citywide bicycle facilities; and,
- Availability of on-street or public off-street facilities.

(See Program 11 in Chapter 8)

These standards when adopted will reduce costs for developers and residents, prioritize urban form, reduce parking variants, increase walking activities and mobility, encourage transit usage, and maximize efficiency of parking resources.

3. Site Improvement Requirements

Montebello is a build out city with access to existing infrastructure. Future housing redevelopment will occur primarily in infill areas where roadway and other offsite improvements will be a fraction of what they would be for “greenfield” development. Montebello Municipal Code (16.32.020) requires the developer to construct all internal streets, sidewalks, curb, gutter, affected off-street arterials, and landscaping. On-site and off-site improvements such as water, sewer, other utility extensions, street and sidewalk construction, trails, and traffic control device installation, where deemed necessary to provide basic public services to the housing units, may be conditioned by Public Works.

Although on- and off-site improvement requirements increase the cost of housing, the improvements are necessary to provide basic public services and facilities to the housing units being built, and are typical for most jurisdictions in Los Angeles County. The City’s Capital Improvement Program (CIP) contains a schedule of public maintenance and improvements, and helps coordinate construction of public improvements with private development. The City of Montebello can mitigate the cost of improvement requirements for affordable housing developments by assisting

with grant funding applications or providing regulatory and financial incentives.

As an example, in November 2021, the City Council approved a 4-story, 132 residential units in the downtown area, wherein majority of the units proposed are for persons with lower income. The City is partnering with the Cesar Chavez Foundation (CCF), an affordable housing developer, to compete for AHSC funding intended to upgrade a portion of the infrastructure along Whittier Boulevard and 6th Street. In addition, the City is exploring options to establish an Enhanced Infrastructure Financing District (EIFD) to help offset future infrastructure improvements.

A review of recent projects that recently underwent the Site Plan Review process demonstrated that when off-site conditions were imposed, conditions generally required the improvement of utilities or the public right-of-way to serve the proposed development. For example, the projects required the improvement of sidewalks, planting of street trees, construction of storm drain system connection, and provision of community amenity spaces.

A. Planning and Development Fees

Housing construction imposes short- and long-term infrastructure costs on communities. Short-term costs include staffing for planning services and inspections. In addition, new residential developments can result in significant long-term costs to maintain and improve infrastructure, public facilities, parks, and streets. In response to the taxing constraints imposed by Proposition 13, many California cities including Montebello have to rely on planning and development impact fees to fund facilities and infrastructure necessitated by new housing.

Fee Category	Single-family	Multi-family *
Planning Application Fees		\$2,442
Subdivision		
Tentative Tract Map		\$5,860
Lot Merger		\$4,883
Planned Development		\$9,767
Environmental Fees		
CEQA Exempt Project		\$3,418
Permit and Inspection		
Building Permit	\$9,186	\$105,263
Building Inspection	\$7,833	\$37,767
Development Tax Per Unit (Impact Fees)		\$96,490
Total Fees	\$17,019	\$265,890
Cost Per Unit Fee	\$17,019	\$3,323

* for 80 units

Table 6.4. Sample fees for single-family and multi-family development

B. Development Review and Permit Processing

Processing procedures may pose some constraints to the production and improvement of housing. Some typical constraints that have been identified include processing time, multiple discretionary review requirements, and costly conditions of approval. Additionally, the constraints identified can increase construction cost and pose a financial risk on developers.

1. Processing Timeline

The City of Montebello's current development review process facilitates housing development projects of various levels of complexity. For example, proposed Accessory Dwelling Units (ADU) located within an existing structure (conversion of existing space) are typically reviewed "over the counter" or within one to two business days for electronic submittals.

For the larger -scale housing projects under the Housing Opportunity Overlay (HOO), the City will develop clear and precise objective standards within two years of adoption of the Housing Element. Projects that comply with these standards can be reviewed administratively. Processing times may vary based on the complexity of the project. Table 6.5 illustrates typical approvals required for single-family and multi-family projects along with the estimated planning and building processing times.

	Single-Family Unit	Subdivision	Multi-Family (3 units or more)	HOO projects
Typical Approval Requirements	Planning staff level review.	Tentative Map (may include a Site Plan Review based on # of proposed units)	Site Plan Review	Director review (if criteria is met). If not, discretionary review will be required)
	Building permit plan check	Planning Commission	Planning Commission Building Permit plan check	Criteria Met: Building Permit plan check
		City Council Final Map		Criteria not met: Planning Commission
		Building Permit plan check		Building Permit plan check
	Permitting: Permits may be obtained after all department clearances have been obtained.			
Estimated total processing time	Planning = 30 calendar day review period (per Permit Streamlining Act) for every submittal/correction. Typical approval time is between 1 to 4 months. Plan Check = 5- 10 business days per plan check. Approval depends on rounds of corrections. Typically between 1 to 6 months.			

Note: Processing times vary by square feet, building type, complexity, and volume of workload.

Table 6.5. Typical Processing Procedures by Project Type

2. Streamlining

The City offers applicants preliminary site plan/cursory review as a free service via email or in-person, to provide preliminary feedback on project compliance with zoning regulations. The City also offers preliminary project meetings in which various department (Fire, Public Works, Building, etc.) participate to discuss the project at hand. A comprehensive list of comments from various departments is provided to the applicant along with direction on project submittal requirements.

The City has engaged a consultant to develop objective design standards and explore development streamlining options with the community and the Planning Commission — specifically to increase the 3-unit threshold for Planning Commission Site Plan Review. Within two years of the adoption of the Housing Element, the 3-unit threshold will be increased to allow more housing development that complies with objective standards to be approved by Planning Staff.



- Step in the process
- Critical step with specific outcome
- Point of decision

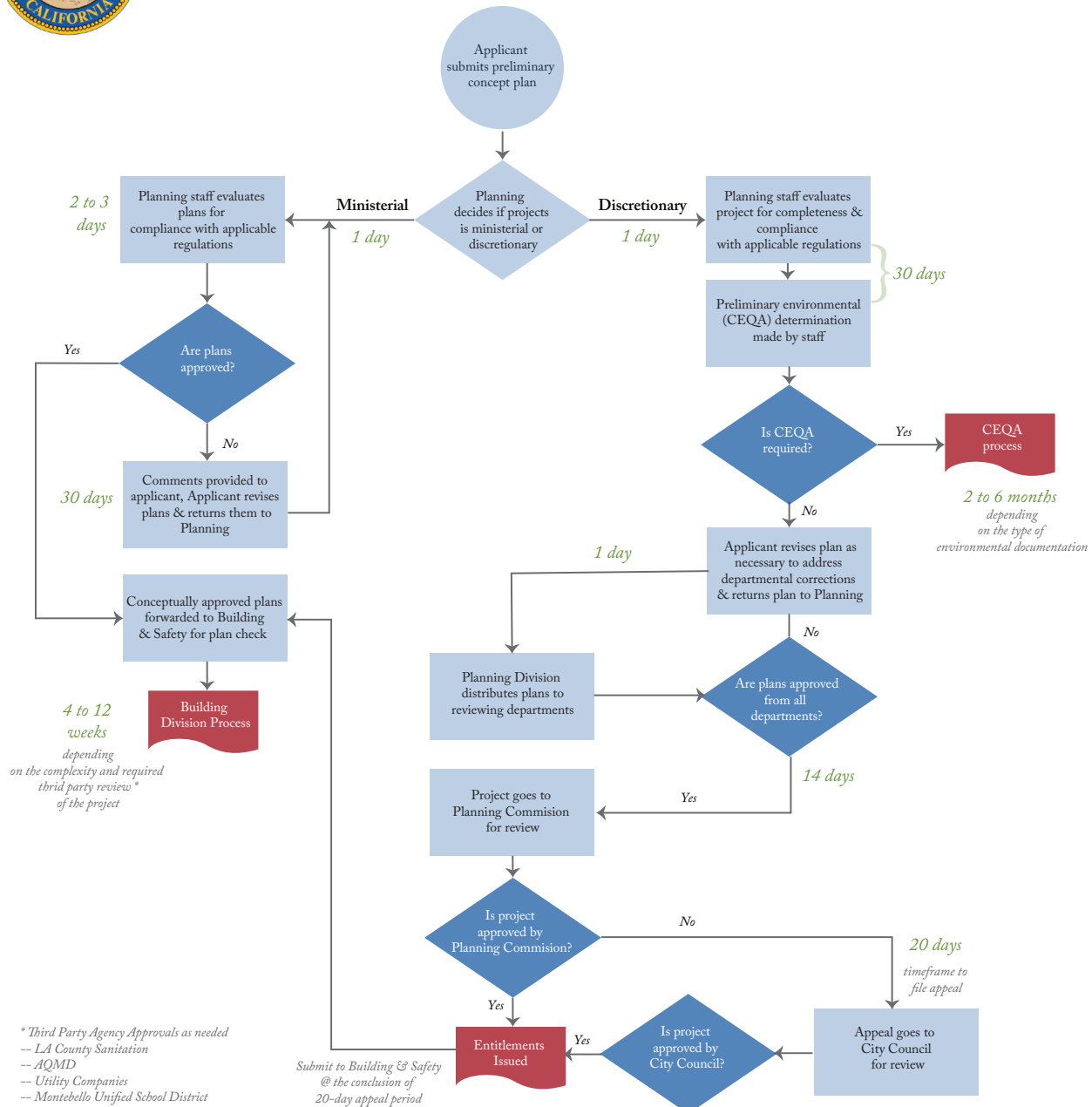


Figure 6.2. Planning Process

Long and uncertain development review process increase the cost of development. To recoup the cost, developers market to higher-income residents; investors expect higher returns for added risk; and renters and buyers must wait longer for new homes to become available, limiting their choices and increasing demand pressure on the existing housing stock.

The City is obligated to comply with various time requirements imposed by State law, including the California Environmental Quality Act, Permit Streamlining Act, and the Subdivision Map Act. However, many proposed residential developments can be approved administratively and discretionary aspects of approval can be eliminated or minimized with

objective standards. To make the entitlement process more predictable and less expensive the City is proposing to:

1. Adopt a general plan that clarifies the community vision and preferences;
2. Involve the community in developing objective design standards that are vision-based (see Program 11);
3. Complement the objective standards with approvals by right and administrative approval (see Program 11) for all housing sites identified on the sites inventory list (see Table 5.1).

C. Development Review Requirements

Table 6.6 summarizes the Development review requirements in Montebello, indicating the review authority for a variety of planning decisions.

Type of Application	Role of Review Authority		
	Director	Planning Commission	City Council
Administrative reviews			
Residential projects (2 or less units)	Decision		
Accessory Dwelling Units	Decision		
Commercial development (less than 5,000 sq. ft.)	Decision		
Industrial development (less than 5,000 sq. ft.)	Decision		
Discretionary Reviews			
General Plan Amendment	Recommend	Recommend	Decision
Density Overlay	Recommend	Recommend	Decision
Text Code Amendment	Recommend	Recommend	Decision
Zone Change	Recommend	Recommend	Decision
Site Plan Review	Recommend	Decision	Appeal
Conditional Use Permit			
Minor	Recommend	Decision	Appeal
Major	Recommend	Decision	Appeal
Variance			
Minor	Recommend	Decision	Appeal
Major	Recommend	Decision	Appeal
Planned Sign Program	Recommend	Decision	Appeal
Planned Development Districts	Recommend	Recommend	Decision
Hillside Plan Review	Recommend	Recommend	Decision
Parking Management Plan	Recommend	Decision	Appeal
Tentative Parcel Maps	Recommend	Decision	
Tentative Tract Maps	Recommend	Recommend	Decision
Lot Line Adjustments	Recommend	Decision	
Lot Mergers	Recommend	Recommend	Decision
Housing Opportunity Overlay Zone (HOO)*	Decision	Appeal	Appeal
* Decisions on HOO reviews are by the Director, except when the project is determined not to be in compliance with the development standards set forth shall be subject to a discretionary review of the Planning Commission.			

Table 6.6. Development review process

Findings for Site Plan Approval (MMC 17.74)

1. The proposed residential development complies with all requirements of the Montebello Municipal Code;
2. The proposed residential development is consistent with the City's General Plan; and
3. The proposed design for implementation will not have any significant adverse impact on the surrounding properties or on the general public welfare.

1. Ministerial Review

Small scale housing development projects are typically considered and “over-the-counter” approval, such as single-units, ADUs, residential room additions and residential rehabs. For ADUs, no discretionary review process is required (assuming proposal satisfies all zoning requirements). For ADUs or Junior ADUs that are built from converted structures, applications are vetting by Planning for clearance and once approved, the application in submitted through the building plan check process. The City is working on a process to allow concurrent reviews for Planning, Building and Fire Department to improve processing times for “over-the-counter” plan checks.

2. Discretionary Review

Discretionary projects (such as CUPs, Variances, Site Plan Reviews, etc.) typically require 2 to 6 months to review and process for a public hearing, and processing time varies with the type of environmental review and complexity of project. Plans can be submitted for plan check prior to Planning Commission and City Council final approval of the project with the submittal of a hold harmless letter signed by the applicant/property owner. The Planning flowchart provides an overview of the typical process for a discretionary application.

3. Plan Check

Building plans are reviewed and construction is inspected by the Building Division. The City's Building Code incorporates the California Building Codes 2019 Edition with minor revisions and amendments that exceed state standards.

The building permit plan check review period for the processing of residential building permits is generally 4 to 12 weeks depending on the complexity and required third party review of the project. Third party agency approvals, typically include:

- LA County Sanitation;
- AQMD,
- Utility Companies; and
- Montebello Unified School District.

Although this requirement adds incrementally to the cost of construction, it is a vital public safety review that eliminates sub-standard housing, and not only saves lives and property, but also saves money -- property insurers may not cover work or damages caused by work done without permits and inspections.

Demand to Develop at Lower Densities

The sites identified in the 5th Housing Element cycle have not been redeveloped with the exception of 140 E. Whittier, for which building permits have been obtained and currently under construction. Development applications submitted for review and entitled during the past (5th) Housing Element cycle have sought maximum allowable densities. No applications have requested lower density than those anticipated in the 5th Housing Element cycle.

Timing Between Approval and Building Permit

Typically, development review team schedules an in-person meeting with the applicant to review the development concept for preliminary compliance with zoning and building standards and provides early direction and feedback. Once a complete application has been received, staff responds within 30 days with a comment letter, which includes comments from various departments. Typically, projects are scheduled for public hearing within 3 to 6 months. Once a project is entitled, at the conclusion of 20 day appeal period, the applicant may submit the project for building permits.

4. Accessory Dwelling Units

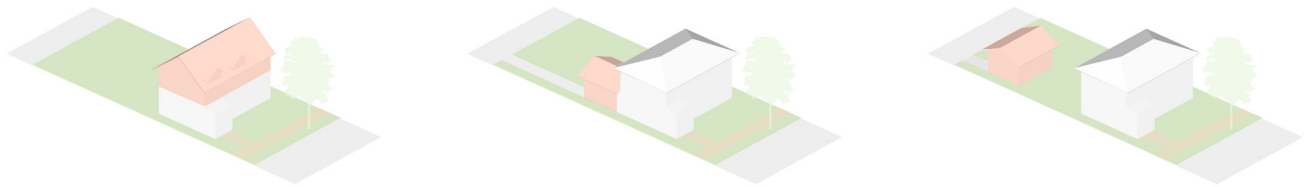


Figure 6.3. Junior Accessory Dwelling Units (left and center image) differ from typical ADUs (right image) in that they must exist within the existing home or an attached accessory structure such as a garage.

Accessory Dwellings Units (ADUs) and Junior Accessory Dwelling Units (JADUs) play an important role in the production of housing, particularly within single-unit residential zoning districts where historically only one unit is permitted.

In recognition of this, over the past four years, the State has enacted several laws to help spur the production of housing through the development of ADUs and JADUs.

Accessory dwelling units are permitted by right in residential zoning districts consistent with State law (California Government Code Section 65852.2). In Montebello, accessory units are permitted by right in R-1, R-2, R-3, and R-4 zones. In 2019, the ADU ordinance was revised to provide greater flexibility for development of accessory dwelling units. The ordinance was intended to increase opportunities for ADUs by reducing minimum lot size and setback requirements, and eliminating off-street parking requirements for ADUs. The City will monitor and

revise, as needed, its ADU ordinance to comply with subsequent State Law changes pertaining to ADUs.

In 2020, the City issued permits for 7 ADUs. For the purpose of RHNA credits, the City assumes 7 ADUs annually for a total of 56 ADUs over the eight-year planning period of the Housing Element.

To encourage construction of ADUs for lower- and moderate-income households, the City is planning to create a program where the homeowners would pay off the construction loan with the rental income that is subsidized by the Section 8 program. In return, the ADU would be deed restricted for lower income tenants.

The City is planning to develop updated handouts and post information on the City's website to inform eligible property owners of the incentives to construct ADUs.

5. Housing for Persons with Disabilities

Restricted mobility or self-care challenges typically associated with physical, mental, and/or developmental disabilities may pose unique housing needs. The city's provisions for these housing needs are discussed below.

A. Residential Care Facilities

In compliance with the Lanterman Developmental Disabilities Services Act, the City of Montebello permits the siting of State-licensed small group homes serving six or fewer persons by right in all residential zones and treated in the same manner as a single-family home. No special permits are required.

For residential care facilities with seven or more, the use is conditionally permitted within the residential zones (R-A, R-1, R-2, R-3, R-4). The conditional use permit (CUP) could potentially be a constraint on housing for persons with disabilities. To address this concern, the City proposes to replace or modify the CUP requirement to provide greater objectivity and certainty.

B. Definition of Family

The Montebello Municipal Code currently defines "Family" as: an individual; two or more persons related by blood, marriage or adoption; or any other bona fide single housekeeping unit consisting of a group of persons, all of whom voluntarily reside together in one dwelling on a relatively permanent basis and share the use of the entire dwelling unit. The definition of "family" will be revised to comply with all federal and state fair housing laws. The definition will not distinguish between related and unrelated persons and will not impose limitations on the number of people that may constitute a family.

C. Reasonable Accommodation Ordinance

The City contains no specific provisions geared to housing and/or improvements for persons with disabilities. Program #15 in this Housing Element calls for the adoption of a Reasonable Accommodation Ordinance (RAO) within one year of adoption of the Housing Element. Under this program, the City will adopt a RAO to provide exception in zoning and land-use regulations for housing and/or improvements for persons with disabilities, and provide streamlined permitting process for making homes more accessible to persons with disabilities.

6. SB 9 and SB 10

Senate Legislative Bills 9 (SB 9) and 10 (SB 10) are intended to help alleviate the affordable housing crisis by easing perceived land use and California Environmental Quality Act (CEQA) barriers to increase density and streamline the production of multi-family housing development statewide. Senate Bill 9 allows property owners to split a single-family lot into two lots and place up to two units on each, creating the potential for up to four housing units on certain properties that are currently limited to single-family houses. Senate Bill 10 eases the process for local governments to rezone neighborhoods near mass transit

or in urban areas to allow for increased density with apartment complexes of up to 10 units per property. The new legislation also allows cities to bypass lengthy review requirements under the California Environmental Quality Act in an attempt to help reduce costs and the time it takes for projects to be approved.

Both legislations will undoubtedly increase production of infill units throughout the city. As both of these legislations are new there is no track record or a reasonable way to predict how many units would likely be built. This Housing Element update does not include any projected units as a result of SB9 and SB 10.

7. Density Bonus Ordinance

A density bonus is a provision of State law which allows a developer to ask for and receive additional housing density in return for providing affordable or senior housing. Over the past 40 years, the law has been amended several times to encourage developers to incorporate affordable units within a residential project in exchange for density bonuses and relief from other base development standards. The most recent amendment is AB 2345. AB 2345 increases the maximum density bonus from thirty-five percent (35%) to fifty percent (50%) for qualifying projects with affordable and senior housing components and expands and enhances development incentives. The Density Bonus Law requires all cities to adopt an ordinance that specifies how the City will implement compliance with the Density Bonus Law. Failure to adopt an ordinance does not relieve a City from complying with the Density Bonus Law.

The City of Montebello will adopt a Density Bonus Ordinance that is consistent with Government Code 65915 and its subsequent amendments (like AB 2345). The City can tailor the requirements to address local conditions and establish streamlined procedures for addressing incentive or concessions requests. The density bonus will be an important tool for the City to meet its RHNA requirements.

8. Inclusionary Housing Ordinance

The City of Montebello negotiates inclusionary requirements on a project-by-project basis, often on larger projects. These ad hoc requirements are problematic and do not ensure that all new residential development includes housing affordable at a range of income levels. Adopting an Inclusionary Housing Ordinance (IHO) will require multi-family housing developers to make available a portion of their units to low-income buyers or renters. The IHO could be applicable to projects of certain size, such as 10 or more residential units, and would require a percentage of the units (15% to 20%) of a proposed residential housing development be affordable. The IHO would allow developers the option of paying an in-lieu fee to the City rather than providing affordable units as part of their project.

While IHOs are not required by state law, they can provide Montebello with an effective tool to facilitate and encourage the construction of affordable housing units Citywide, help satisfy state-mandated affordable unit production requirements under RHNA, and develop diverse, inclusive neighborhoods.

B. NON-GOVERNMENTAL CONSTRAINTS



1. Market Constraints

Availability of land, cost of land and construction, and financing can increase housing costs and limit the number of housing units affordable to low and moderate-income households, seniors, disabled, and others with special housing needs.

2. Financing Constraints

In May 2021, the mortgage interest rate for new home purchases was 2.96% for a fixed-rate 30-year loan. Variable interest rate mortgages on affordable homes can potentially increase to a point where the interest rate exceeds the cost-of-living adjustments and becomes a constraint on affordability.

In Montebello, availability of financing is a lesser constraint on homeownership, then the ability of potential buyers to fulfill down-payment requirements on a home that is not affordable. Conventional home loans typically require 5% to 20% of the sales price as a down payment. This indicates a need for flexible loan programs and a method to bridge the gap between the down payment and a potential homeowner's available funds.

A. Development Costs

Montebello is a predominantly urban area that is built out. Even though land costs fluctuate with market conditions and location, land represents one of the most significant components of the cost of new housing. The limited availability of vacant land

is a constraint to the development of new housing within the City. However, underutilized or underperforming commercial sites in the Downtown area and along the City's corridor offer the greatest potential for housing redevelopment. Additionally, the demographic and customer shift from auto-oriented single-use retail centers to mixed-use, urban and walkable places open up the large parcels along the freeway for residential development.

Pursuant to the California Labor Code regulations, developers of federally funded or assisted projects must pay prevailing wages for construction, alteration, installation, demolition, or repair work. Single-family homes and apartments up to four stories that are publicly funded are also required to pay prevailing wages. Public works projects exceeding \$1,000 in value also are subject to prevailing wage requirements. Even public transfer of an asset for less than fair market value such as a land write-down would be considered to be paid for by public funds. If public funds are involved, prevailing wages rates may be triggered. Although the difference between prevailing wages and standard wages vary regionally and by occupation, prevailing wages add significantly to the development cost and reduce the number of affordable units that could have been completed otherwise.

Construction costs include construction type, material, and custom versus conventional unit design, site conditions, finishes, amenities, size, structure, and construction schedule/timeline. According to International Code Council's Building Valuation Data, typical, wood-frame residential construction ranged from \$131 to \$139 per square-foot for single-family housing and

Length of Time between Application Approval and Building Permit Issuance

New Housing Element Law requires an examination of the length of time between receiving approval for a housing development and submittal of an application for building permits. The time between application approval and building permit issuance is influenced by a number of factors, none of which are directly influenced or controlled by the City.

Factors that may impact the timing of building permit issuance include:

- Required technical or engineering studies;
- Completion of construction drawings and detailed site and landscape design;
- Securing construction and permanent financing; and
- Retention of a building contractor and subcontractors.

The majority of residential permits in Montebello are for multi-family homes, with building permit issuance generally taking 4 to 12 weeks after entitlement. Among the City's recent multi-family developments, the time between approvals and permit issuance has averaged 6 to 8 weeks. In Montebello, most approved projects are constructed in a reasonable time period.

\$120 to \$125 per square-foot for multi-family housing in 2021. Updates to the California Title 24 Energy Code require higher insulation values that requires thicker, often more expensive materials that have increased building costs. Construction costs make up a large portion of development costs depending on the size and timeline of the project. The construction backlogs and the material supply chain have been impacted by the continuing Coronavirus crisis. Due to the pandemic, prices for all categories under the materials and equipment subindex have increased. However, since construction costs are similar regionally, they are not considered a major constraint to housing production.

New developments often require site improvements that can significantly increase development costs. The Subdivision Code (Section 16.32.020 of the Montebello Municipal Codes) requires on- and off-site improvements for subdivision and all division of land. The City requires the following systems designed and constructed to serve each proposed lot:

- Domestic water distribution, sewage, storm water drainage systems;
- Public and/or private street and alley system;
- All necessary utilities, including, but not limited to, facilities of water, natural gas, electricity, and telephone service; and,
- All public improvements necessary to provide services.

To complete these requirements, developers must submit construction plans for approval. Developers may also be required to provide supplemental improvements that are dedicated to the public as indicated in Government Code Section 66485 such as off-site sewer lines. Portions of curbs, gutters, sidewalks and driveways may be required to be replaced, depending on their condition. Subdivisions must abide by requirements of grading and erosion control including the prevention of sedimentation or damage to off-site property, and provide a preliminary soils report. A soils investigation report is typically required as necessary to ensure suitable development.

B. Infrastructure Constraints

Infrastructure that is substandard and needs to be replaced or the need for new facilities may also add to development costs. The potential infrastructure constraints that should be considered as part of any future residential development are outlined in this section.

1. Water Service

Water service for the City is provided by five service providers in five different districts: California Water Service Company, Central Basin/Metropolitan Water District (MWD), Montebello Land and Water, San Gabriel Valley Water Company, and the South Montebello Irrigation District.

2. Sewer Service

The County Sanitation District maintains and operates the sewer system in the City of Montebello. Sewer lines are maintained by the County Department of Public Works with sewage from the area conveyed through sewer mains into the Joint Water Pollution Control Plant (JWPCP) in Cerritos. The wastewater generated by future development within the project site will be treated at the Los Coyotes Water Reclamation Plant located in the City of Cerritos. This plant has a design capacity of 37.5 million gallons per day (mgd) and is currently treating an average of 31.3 mgd.

3. Storm Drainage

Storm drainage is facilitated using catch basins and storm drains. These lines ultimately connect to the drainage pipes maintained by the Los Angeles County Department of Public Works and are disposed into the San Gabriel River, the Los Angeles River and the Rio Hondo River. Storm water flows from future major development will be conveyed to a gutter system, into clarifiers, and then continues into existing storm drains. The majority of the potential development sites was previously paved or otherwise covered with impervious surfaces. As a result, no additional storm water infrastructure will be required to accommodate the projected demand. Nevertheless, new development will be required to comply with Federal Clean Water Act requirements, and to obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Los Angeles Regional Water Quality Control Board.

4. Solid Waste

Trash collection service is provided by Athens Services. Athens Services separates the recycling from the trash at its Materials Recovery Facility (MRF) located in the City of Industry. Other residual waste is disposed of at area landfills. All residential development in Montebello is required to adhere to City and County ordinances with respect to waste reduction and recycling.

5. Energy

ElectriCity is provided by Southern California Edison and Southern California Gas Company provides natural gas services to individual properties. The Southern California Gas Company offers rebates on qualifying appliances such as clothes washers, dishwashers, furnaces, water heaters, and insulation.

6. Communications

Every residential property in the City has access to phone and internet services through a variety of private service providers.

C. Environmental Constraints

The City of Montebello is an urban environment susceptible to many natural hazards including wildfire, earthquakes, floods, and hazardous materials. Residential developments located near active earthquake faults should provide seismic reinforcements and comply with appropriate seismic codes. Future residential developments located near excessive transportation-related noise or other nuisances should have adequate insulation to protect residents from noise pollution.

1. Wildfire

The City of Montebello is an urbanized area with limited vegetation to raise major concerns regarding wildfire. However, to ensure emergency access and provision of fire protection flows in the case of a fire, the City's Fire Department requires the following: fire protection flows of 1,500 gallons per minute; a minimum 20-foot road width for fire vehicle access; and a 100-foot clearance around structures located in brushy hillside areas.

2. Earthquake

Montebello does not contain an active fault identified within its boundaries. Thus, the City is not required to withhold permit issuance or require geologic investigations to demonstrate structural safety associated with fault rupture. However, since Montebello is located close to the Whittier Fault and atop several blind thrust faults, all structures must abide by seismic reinforcement requirements of the City's Building Code.

3. Landslide

The northern portion of the City consists of hillside areas (Montebello Hills and the eastern part of the Montebello Town Center). The City requires submission of soil and geologic condi-

tions surveys by State-licensed engineering geologists for review of development proposals involving steep slopes, grading, unstable soils and other hazardous conditions. Based on the results of surveys, mitigation measures may be required.

4. Liquefaction

Areas of Montebello that may be subject to potential liquefaction are located along the eastern boundary of the City, parallel to the Rio Hondo River. Liquefaction affects stability of foundation soils and requires soil investigation prior to construction of buildings for occupancy.

5. Flood Hazard

100-year and 500-year flood zones are located along Garfield Avenue south of the Pomona Freeway to Hay Street just south of Beverly Boulevard; industrial areas near the Montebello School District property at the corner of Mines Avenue and Maple Avenue; the west side of Mines Avenue at Beach Street; and the area south of Lincoln Avenue and north of the Whittier Narrows Dam.

6. Hazardous Materials

Every hazardous material handler is required to submit a business plan and an inventory of hazardous substances and acutely hazardous materials to the Montebello Fire Department on a yearly basis. If the hazardous materials inventory of a business should change, a revised business plan must be submitted. Hazardous material users and generators in the City include gasoline stations, auto repair shops, printers and photo labs, clinics, dry cleaners, schools, fire stations, and a variety of other commercial and industrial land uses. Developments on brownfield sites and other sites with hazardous materials will require additional costs to clean them of dangerous contaminants. Additional environmental studies, reports, and mitigation measures can increase development costs, but also ensure safety.

There are no known brownfield sites in Montebello. Typically, a Phase I Environmental Site Assessment (ESA) is prepared for a real estate transaction that identifies potential or existing environmental contamination. The process for a Phase I ESA take about 2 to 4 weeks and the study can typically be conducted in conjunction with the development application process. As a result, the Phase 1 report does not pose a significant constraint to housing development. If Phase I ESA determines a likelihood of site contamination a Phase II would be required. While the additional study may constrain residential development to some extent, it is necessary to protect public health and safety.



7 Vision

The Housing Element is being updated in conjunction with the General Plan and Downtown Montebello Specific Plan. This provides a unique opportunity for Montebello to develop a long term vision for housing and to intrinsically integrate housing with the City's economic, environment, mobility, place-making, health, recreation, and arts and culture strategies. A holistic approach that brings a range of resources to areas of concentrated poverty, alongside home repair programs linked to code enforcement has a significant impact in reducing disparities in access to opportunity.

A. COMMUNITY ENGAGEMENT

An interactive online survey in English and Spanish captured input from 712 people with 970 written comments on Housing and variety of other related topics. The Vision was developed with extensive community involvement at multiple Focus Group Meetings, Housing Task Force Meetings, and 4-day Visioning Workshop.

B. COMMUNITY VISION

Montebello has been a built out community with new growth primarily focused around small infill developments. As a result not many units have been built over the past two decades. The declining affordability of the greater Los Angeles area will continue to push demand to the east. The City is well positioned to capture housing demand even though historically it has been a low growth area.

Many of Montebello's high opportunity neighborhoods are out of reach for communities of low-income families and color due to a lack of affordable housing options and legal and political opposition from residents. Escalated construction costs, shrinking federal and state investment in affordable housing, particularly the elimination of Redevelopment Agency funding, has limited the City's ability to keep pace with the demand and need for affordable housing.

The combination of high costs, insufficient investment in affordable housing and tenant protections, restrictive zoning, auto-oriented sprawling development patterns, and opposition to new housing have allowed racial and economic segregation to continue unchallenged for decades. Montebello has been working to change policies and find new resources to address the symptoms of these problems. Montebello needs to build more housing, expand investments for the unhoused, and take actions to slow displacement and evictions.

In an uncertain post pandemic environment, the City is moving forward boldly led by its values and convictions. For Montebello, it starts by defining a future vision, a way to play, and differentiate capabilities, and then put investments behind them. The City is rewiring old habits and patterns to identify and eliminate constraints and build more



context sensitive housing. Uncertainty also tends to paralyze deal making or to push the City into transactions that are defensive and reactive. Instead, the city is proactively leveraging its assets to create value with deals. The City is leveraging public land, streamlined regulatory process, infrastructure improvements, and creative partnerships to develop affordable housing. Examples include proposed 25 tiny homes for homeless individuals, 800 mixed-income units on a small portion of the City's golf course, 132 mixed-income housing in the downtown area, and many more units that are currently in various stages of entitlement process.

The new Downtown Montebello Specific Plan vision calls for a vibrant, more walkable, mixed-use, and transit accessible place with many cultural, dining, and retail options. A future light rail line is being studied for Washington Boulevard which will provide access to regional jobs and resources while attracting private investment to the southern portion of the City. Greenwood Avenue, redesigned as

Through the City's outreach efforts, local knowledge and data was gathered and utilized to appropriately plan for housing growth in the City, which is reflected in the sites inventory of the Housing Element.

—Jessica Serrano
Montebello Resident & Planning Manager for Monterey Park

a complete street, will link the Downtown and proposed transit area along Washington Boulevard.

Additionally, the General Plan has a two part strategy to increase mobility from low to high resource areas and to provide more resources into lower income neighborhoods:

1. The first strategy seeks to integrate affordable housing in high resource income-segregated areas by:
 - a. Requiring new developments in high resource areas to increase housing choices by providing affordable housing units for the City's diverse cultures, lifestyles, abilities, family structures, and income levels; and
 - b. Promoting construction of accessory dwellings units in single-family subdivisions.
2. The new General Plan and Downtown Plan, and the recently adopted Parks Master Plan identifies opportunities to increase transit access, parks, public facilities, and complete streets in historically low resource areas.

Montebello seeks to preserve and enhance its existing supply of housing; increase the supply of housing by requiring and providing incentives to build more affordable housing; and to increase access to variety of housing types at various income levels throughout the City. Simply put, the community vision for housing is to:

- Make home ownership accessible and affordable;
- Welcome new homes, rather than fear them; and
- Make renting safe, clean, stable, and affordable.

Collectively, these changes will take many years, and parts of the City could likely appear somewhat different than they do now. But these changes are essential to preserving the cultural heritage, the vitality and the diversity of Montebello.

C. GUIDING PRINCIPLES

1. Protect against displacement and poor housing conditions.
2. Adopt mandates and incentives to stimulate the creation of dedicated affordable housing in resource-rich areas.
3. Adopt objective rules that facilitate contextual development with predictable outcomes
4. Streamline development review process.
5. Avoid over concentration of investment and gentrification by more geographically distributed up-zones Citywide, occurring simultaneously.
6. Increase supply and reduce displacement by allowing housing along commercial corridors.
7. Build housing where it also best supports the City's economic, environmental, health, and social priorities.
8. Help households access and afford private-market homes.
9. Prevent homelessness before it starts.

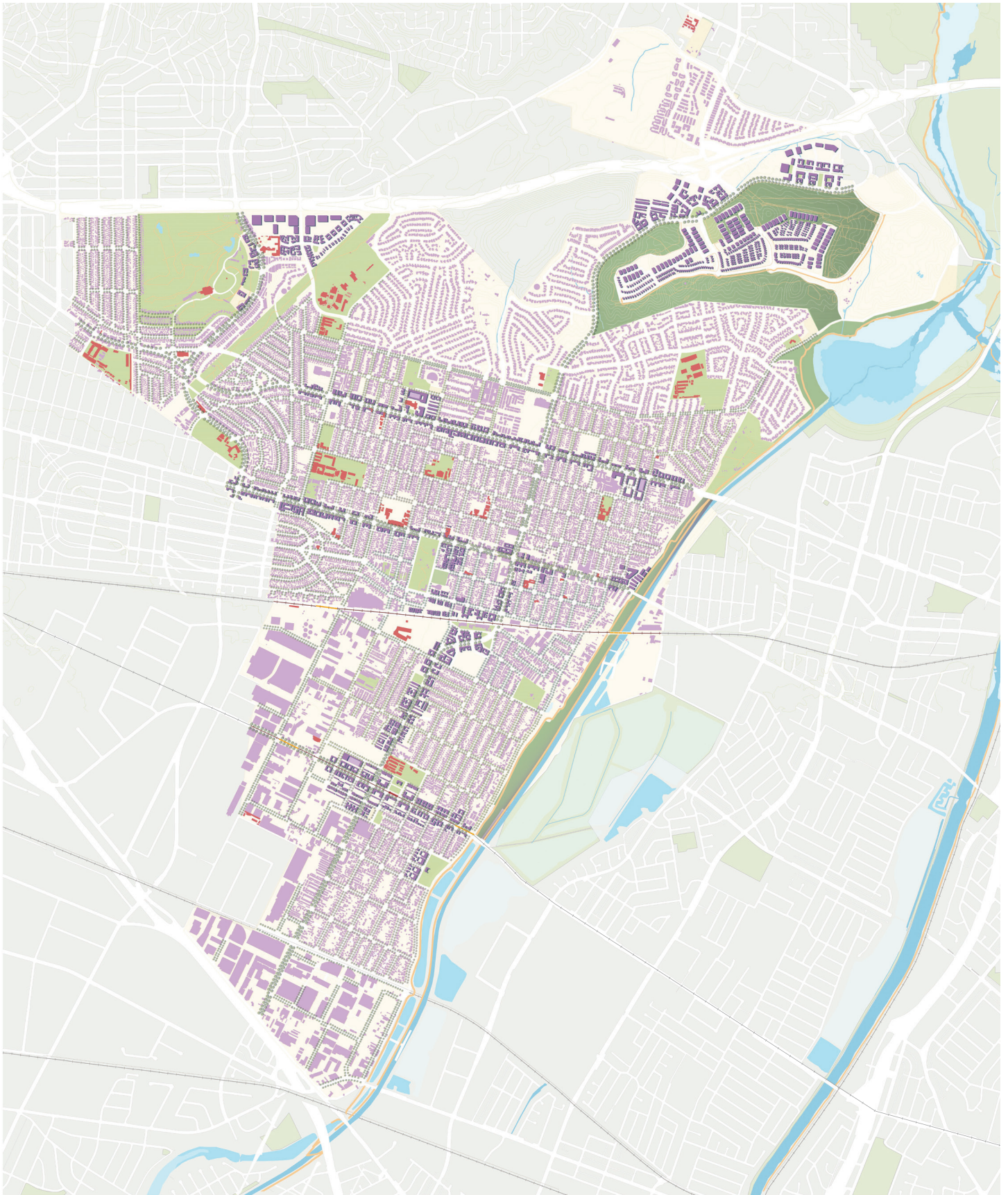


Figure 7.1. Illustrative Plan developed at the Visioning Workshop. The Plan shows new short (8 to 10 years) and long term (10 to 20 years) housing growth being directed to Downtown, Corridors, and larger commercial tracts along the highway.



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8 Goals, Policies, & Programs

City of Montebello establishes three goals with corresponding policies and implementing programs that address the maintenance and improvement of existing housing units and their neighborhoods and provide opportunities for development for new housing for all economic sectors and special needs populations.

The 15 programs address Montebello's housing needs and issues identified in community survey, interviews, focus group meetings, housing task force meetings, planning commission and

city council meetings. During the 4-day Visioning Workshop, the community came together to review existing conditions, trends, and options and developed a preferred scenario for growth, redevelopment, and preservation. Taken together the 15 programs listed in this chapter will implement the community vision to grow the supply of housing to meet the current and future needs, protect tenant households, and preserve existing rental housing options, and to improve the quantity and effectiveness of public spending on housing programs for those most in need.

A. GOALS AND POLICIES

The following three goals and respective policies are based on comprehensive study of existing and future housing needs, extensive community dialog, and shared community vision:

Goal 1: Conservation and Preservation of existing supply.

Goal 2: Increase housing production to improve affordability for the City's current and future residents.

Goal 3: Ensure fair and equal housing opportunity.

Policy 1.1: The City shall strive to ensure safe, sanitary, and decent housing for all segments of the community.

Policy 1.2: The City will continue to provide proactive code enforcement activities to maintain and improve the quality of housing and neighborhoods and encourage the rehabilitation of standard residential properties by homeowners and landlords.

Policy 1.3: The City shall strive make every effort to continue to provide assistance for rehabilitation of existing structures, and will advertise the availability of housing rehabilitation assistance.

Policy 1.4: The City shall continue to conserve existing affordable housing for lower income renters through continuation of rent subsidies, encouraging landowners to extend Section 8 contracts, and encouraging the use of rehabilitation programs.

Policy 1.5: Stabilize rent levels and provide protection from unwarranted evictions to prevent displacement and ensure existing residents enjoy access to improved amenities and services.

Policy 2.1: The City shall increase zoning capacity to allow more housing to be built.

Policy 2.2: The City shall avoid over concentration of investment (and possible gentrification) by spreading the increased zoning capacity throughout the City.

Policy 2.3: The City shall encourage more attainable housing to be built where it will best support the City's other social, economic, and environmental priorities.

Policy 2.4: The City shall increase housing supply and reduce displacement by permitting housing in commercial zones.

Policy 2.5: The City shall develop objective design standards and make development approvals for complying projects by right.

Policy 2.6: The City shall streamline entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.

Policy 3.1: Through Inclusionary Housing requirements and Density Bonus incentive, the City will facilitate development of affordable housing within high resources areas.

Policy 3.2: Through General Plan update, development of Downtown Montebello Specific Plan, and Parks Master Plan, the City will expand transit, parks and open spaces, public facilities, and jobs to underserved areas of the City so existing and new housing units in these areas will also have access to higher degree of resources.

Policy 3.3: The City will promote greater awareness of tenant and landlord rights and obligations, educate residents about homeownership, and promote economic mobility.

Policy 3.4: The City will avoid displacement of low-income households and where necessary, ensure that it is carried out in an equitable manner.

Policy 3.5: The City shall oppose any discrimination in the sale or rental of housing based on race, religion, color, ancestry, national origin, age, sex, sexual orientation, family type, handicap, or presence of minor children.

B. PROGRAMS



For the 2021-2029 planning period, this section describes the City's housing programs, including the program objectives, and identifying the timeframe, the agency with primary responsibility to carry out the programs, and funding sources.

1. Code Enforcement

Code enforcement is essential to ensuring housing conservation and rehabilitation. The Code Compliance Division enforces building and property maintenance regulations with a goal of compliance and safety.

Code Compliance officers respond to complaints to identify violations, and then direct owners to appropriate City departments to achieve compliance. The City has long maintained an aggressive code enforcement program (CEP) to preserve and protect existing neighborhoods, and to avoid deterioration caused by neglect, graffiti, and deferred maintenance. The Code Enforcement Division has a staff of 4 field officers and one manager who carry an average of 88 open cases per month. They close/resolve approximately 57 cases per month. Typical cases related to residential properties were on: substandard housing, property maintenance, weed abatement, and zoning violations. Subject to staff and resource availability, in the next four years the City will review the feasibility of establishing a proactive Rental Housing Inspection program that focuses on physical/structural conditions. By 2025, the existing Code Enforcement program will be evaluated for its effectiveness and impact on neighborhood conditions to determine if the program needs to be adjusted or continued.

Program Objective	To continue to implement the code enforcement program to inspect and bring 50 housing units per month into compliance with City building and zoning codes.
Timeframe	Within two days Code Enforcement Division will respond to complaints and direct owners to appropriate City department to achieve compliance. In the next four years, the City will review the feasibility of a proactive Rental Housing Inspection program and report findings to the City Council.
Responsible Agency	Code Enforcement Division
Funding Sources	General Fund

2. Home Rehabilitation and Preservation Program (HRPP)

The City offers deferred loans to lower income households to address health and safety issues, code violations, overcrowding, accessibility, and maintenance and repairs. The City of Montebello offer loans of up to \$50,000 to eligible Montebello homeowners to rehabilitate their home.

The City's Home Rehabilitation and Preservation Program (HRPP) is designed to improve the existing housing stock. The City will continue to provide funding for the Home Rehabilitation and Preservation Program (HRPP) to improve the City's housing stock in need of rehabilitation, to provide safe, decent, and sanitary housing for lower income families.



Information on this program will be posted on the City's website and places of public interest like the Public Library and Senior Center. Information outlining the benefits of the HRPP program will also be included in the City's newsletter.

Program Objective	To continue to implement the code enforcement program to bring substandard housing units into compliance with City building and zoning codes.
Timeframe	Ongoing
Responsible Agency	Code Enforcement Division
Funding Sources	General Fund

3. Preservation of At-Risk Housing

The City is committed to guarding against the loss of housing units reserved for lower income households. Three assisted projects in the City of Montebello, the Beverly Towers, Casa La Merced, and Montebello Downtown Plaza have expiring affordability contracts and are at risk of converting to market rate during the 6th Housing Cycle (2021-2029). The projects are owned and operated by a non-profit organization, therefore are at low risk of converting to market rate.

The City will:

- Maintain and annually update the inventory of “at-risk” projects through the use of existing databases;
- Monitor the status of affordable projects, rental projects, and mobile homes in Montebello. Should the property owners indicate the desire to convert properties technical assistance will be provided. When possible, financial assistance could be provided to ensure long-term affordability;
- Work with owners, tenants, and nonprofit organizations to assist in the nonprofit acquisition of at-risk projects to ensure the long-term affordability of the development. Annually contact property owners, gauge interest, and identify nonprofit partners and pursue funding-and-preservation strategies on a project basis;
- Provide information on rental assistance available to affected tenants; and
- Pursuant to new State law, contact property owners at least 3 years prior to covenant expiration dates for at-risk projects. If owners intend to file a Notice of Intent to opt out of affordable housing, ensure their compliance with the 3-year, 1-year, and 6-month noticing requirements.

The City will annually identify funding sources for at-risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis. If conversion of units is likely, the City will work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the HUD Housing Choice Voucher (Section 8) program.

Program Objective To annually monitor the status of the 372 affordable housing units that are at risk of converting to market-rate during the 2021-2029 Housing Element planning period and if any become at risk, work with property owners to develop a strategy to maintain any at-risk as affordable.

Timeframe Ongoing

Responsible Agency Housing Division

Funding Sources General Fund

4. Section 8 Rental Subsidies

Under the project-based Section 8 program, subsidies are distributed to apartments that house very-low-income households. The County of Los Angeles Housing Authority distributes tenant-based Section 8 Housing vouchers to renters who wish to apply the voucher to landowners who accept such vouchers. Montebello participates in the Section 8 program by advertising the program and referring potential recipients to appropriate authorities.

The City will continue to encourage local landlords to accept rental vouchers. Information can be included in the City’s newsletter outlining the benefits of the Housing Choice Voucher program.

Program Objective To support the County’s efforts to maintain the current level of Section 8 rental assistance, and direct eligible households to the program; to provide information and referrals to landlords regarding participation in the Section 8 Rental Assistance Program; and to advertise Section 8 rental assistance programs at community centers, City Hall, the City website, and at other public locations.

Timeframe Ongoing

Responsible Agency County of Los Angeles Housing Authority; Housing Division

Funding Sources Los Angeles County

5. Homeless Prevention

Developing strategic preventive measures that aim in reducing the risk of homelessness, by addressing the elements that contribute to this risk and by establishing protective factors that contribute to reducing social and health inequities. Providing a series of timely interventions to reduce the likelihood that someone will experience homelessness. For those who have experienced homelessness, identifying the necessary resources that will contribute in developing stable housing options, enhancing safety, and social inclusion, reducing health disparities and decreasing the risk of the recurrence of experiencing homelessness.

The City will take the following actions:

- a. Collaborate and build partnerships with community agencies to develop a shared universal data system and triage toolkit that will track clients and services provided, evaluate eligibility and identify housing barriers in order to prioritize referral to specialized support resources;
- b. Continue to support and engage with community-based organizations (CBOs), social services agencies and faith-based providers that provide services to the those experiencing homelessness, persons at risk of becoming homeless and non-homeless persons with special needs;
- c. Continue to support efforts by local nonprofits to expand the transitional and temporary housing units (Operation Safe Stay) with support services within the City;
- d. Continue to develop, implement and update the City's Plan to Prevent and Combat Homelessness;
- e. Develop appropriate cultural and inclusive housing strategies that target communities at higher risk of entering homelessness, such as outreach programs, landlord incentives, veterans, seniors, youth and Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, Asexual and Two-Spirit (LGBTQIA2S+);
- f. Develop mechanism to increase funding and sustainability through grant funding that address homeless prevention, such as interim housing, transitional housing, and other supportive services (rental arrears, utility payments, or security deposits for rental housing);
- g. Create homelessness prevention toolkit with overview of resources for legal services, tenant-landlord issues, benefits, and workforce development, etc.;
- h. Engage local businesses and business groups about hiring homeless and formerly homeless individuals, providing job training, or becoming an employment site program; and
- i. Adopt an Economic Empowerment Ordinance to encourage local hiring of homeless and formerly homeless individuals in City-supported contracts.

Homeless service providers that the City partners with include:

- People Assisting the Homeless (PATH)
- Los Angeles County Department of Health Services (DHS)
- Jovenes, Inc
- Los Angeles County Department of Mental Health (DMH)
- Whole Child Services
- Los Angeles Housing and Services Authority (LAHSA)

Program Objective To avoid or exit homelessness quickly by either retaining their housing or using other housing strategies to ensure people move into permanent and stable accommodations that are affordable, safe, and appropriate with the support they need to thrive.

Timeframe Ongoing. The Economic Empowerment Ordinance will be adopted within one year of the adoption of the Housing Element. The homelessness prevention toolkit will be developed within two years of the adoption of the Housing Element.

Responsible Agency Housing Division and Fire Department

Funding Sources San Gabriel Valley Council of Governments, CDBG and HOME

6. Adequate Sites to Accommodate the RHNA

To address the 2021–2029 RHNA, the City shall amend the General Plan and the Zoning Code to allow residential uses on identified sites together with objective design standards that promote contextual development. The City has a Regional Housing Needs Allocation (RHNA) of 5,186 units, including 1,314 very low income, 707 low income, 777 moderate income, and 2,388 above moderate income units for the 2021–2029 RHNA planning period. The City is committed to ensuring adequate capacity in its residential land inventory to meet its RHNA. Total of 21 sites and citywide ADUs are projected to accommodate 5,778 units. This includes residential zoned sites that were included in the 5th cycle, pipeline units, opportunity sites, and 56 ADUs. A total of 1,523 units are proposed on sites zoned appropriately. A total of 3,062 units proposed on opportunity sites and 312 pipeline units are currently not zoned for residential uses and would comply with all of the by-right development review provision pursuant to Government Code section 65583.2, subdivisions (h) and (i). Each site has the capacity to accommodate at least 16 units and will be available for development in the planning period where water, sewer, and dry utilities can be provided. Two pipeline unit projects for total of 825 units are on City owned parcels and are exempt from zoning process.

The City will take the following actions:

- a. Amend the Zoning Code to facilitate a variety of housing types in low density zones.
- b. Evaluate the effectiveness of current City policy on facilitating developments that include large units (with three or more bedrooms) and update City policy if appropriate. A potential policy update may be requiring a mix of unit sizes (number of bedrooms) for projects above a certain size.
- c. Monitor housing production to determine the geographic distribution of units, especially lower income units, to be monitored by TCAC opportunity area, CalEnviroScreen ranking and RECAP status, and tracked by geographic tracts in the north, central, and south. Provide annual reporting on the ratio of unit production in these sensitive areas relative to city wide production.
- d. Establish a pilot program to providing funding in the form of grants or loans in exchange for the deed restriction of housing units for low income households, targeting units in high resource areas.
- e. Reach out to interested developers annually, facilitate any necessary zoning amendment, offer priority processing of entitlements and permits for the City-own sites, and assist, support, and pursue funding applications proactively working with housing developers to identify development opportunities for extremely-low, very-low, low- and moderate income housing and offer priority processing for entitlements and building permits.
- f. The City will prioritize development of 801-901 North Garfield Avenue where 200 affordable units are proposed in a higher resource area. The City will issue Request for Proposal within two years of the adoption of the Housing Element and with the selected partner initiate the necessary entitlements to ensure development of the affordable units within the planning period.
- g. A zoning performance standards will require minimum 20 percent residential development on all of the sites on the inventory list.
- h. The City will monitor and review the development trends every two years. If a significant majority (over 75%) of non-residential development is being proposed or built then within six months the City will adopt additional performance standards to ensure residential construction.

Program Objective	Provide adequate residential sites and opportunities for affordable housing commensurate with the City's RHNA.
Timeframe	Rezoning will be completed within one year of adoption of the Housing Element. Establish pilot program by the end of 2023.
Responsible Agency	Planning Division, Housing Division
Funding Sources	Local Early Action Planning (LEAP) Grant funds, General Fund

7. Accessory Dwelling Units (ADUs)

ADUs provide an effective means of addressing the needs of moderate- and lower-income households, including seniors on fixed incomes. The City will continue to promote ADUs in accordance with the State laws, provide handouts and/or informational displays at the Planning and Community Development Department counter, on the City's website, and other appropriate locations detailing the requirements and the process for obtaining approval.

The Housing Division will create incentives by offering homeowners comprehensive assistance for available funding, designing, permitting, and constructing a new affordable rental unit on their property. To eliminate the life-safety risks associated with an existing unpermitted ADU or illegal garage conversion, financial assistance will also be extended to rehabilitate and bring up to code existing accessory units. The homeowners would pay off the construction loan with the rental income that is subsidized by the Section 8 program.

Program Objective	To provide a variety of housing options for lower- and moderate-income households, with the goal of approving at least 7 ADUs per year, for a total of 56 ADUs during the 2021-2029 Planning Period.
Timeframe	Ongoing. By 2025, the City will identify and begin implementing the incentives to promote ADUs being built for lower- and moderate-income households.
Responsible Agency	Planning and Community Development Department
Funding Sources	HUD

8. Implement Inclusionary Zoning and Density Bonuses

The City will adopt an Inclusionary Zoning Ordinance that requires all new development to provide some percentage of affordable housing on-site, occasionally allowing for an in-lieu fee to fund off-site affordable housing instead. With the Inclusionary Zoning Ordinance, about 20% of all housing units produced annually will be for extremely low, very low, and low income households -- i.e. about 100 units annually.

The City will adopt a Density Bonus Ordinance that permits a developer to increase the maximum allowable development on a site in exchange for either funds for off-site affordable housing or in-kind support for production of additional low-income housing units.

Program Objective	To require and encourage development of affordable housing Citywide.
Timeframe	Revise the Zoning Ordinance within one year of adoption of the Housing Element.
Responsible Agency	Planning Division
Funding Sources	General Fund

9. Zoning Ordinance Amendments

To facilitate shelter development and housing for persons with disabilities (AB 101, AB 139, AB 2162), and to comply with the Employee Housing Act (Health and Safety Code Section 17021.5), the City will review and revise the zoning ordinance, as appropriate, to ensure compliance with State law:

Low Barrier Navigation Centers (AB 101): AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses and nonresidential zones permitting multi-family uses if it meets specified requirements. A “Low Barrier Navigation Center” is defined as “a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.” Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for resident’s possessions.

Emergency and Transitional Housing (AB 1398): Local governments may include parking requirements for emergency shelters specifying that adequate parking must be provided for shelter staff, but overall parking requirements for shelters may not exceed the requirements for residential and commercial uses in the same zone. Montebello Municipal Code 17.34.030 prescribes standards for Emergency shelters. These standards will be revised to be in compliance with Government Code 65583(a)(4)(A). Zoning Ordinance will be amended to also allow emergency shelters in C-M zones.

Supportive Housing (AB 2162): Requires cities to allow supportive housing by right in zones where multi-family and mixed uses are allowed. Currently transitional and supportive housing is not permitted in R-A zone. Therefore, a zoning amendment is necessary to allow transitional and supportive housing in R-A zone.

Employee Housing Act (Health and Safety Code Section 17021.5): Requires cities to consider farmworker housing with up to 36 beds or 12 units an agricultural use and be similarly permitted. Furthermore, it requires the cities to consider employee housing for six or fewer employees as a single-family residential use

Smaller Units: The City will amend the zoning ordinance to allow smaller homes such as Single-Room Occupancy (SROs) and Tiny Homes.

Manufactured Homes: The City will amend the zoning ordinance to allow manufactured homes in R-A zones.

Zoning Code Updates Tailored to Housing For Persons with Disabilities: The City will replace or modify the CUP requirement for residential care facilities with 7 or more persons, to provide greater objectivity and certainty. The definition of “family” will be revised to comply with all federal and state fair housing laws.

Zoning Code Updates Tailored to Disadvantaged Communities: The zoning ordinance update will tailor regulations to meet both housing needs and community interest in neighborhood serving commercial uses and amenities needed such as parks and corner grocery stores with healthy food options. The City will identify and mitigate negative environmental, neighborhood, housing and health impacts associated with undesirable land uses such as liquor stores in disadvantaged communities. New zoning districts for central and southern tracts will incentivize more desirable and sustainable uses in disadvantaged communities such as housing and grocery stores.

Program Objective	Bring the City’s Zoning Ordinance into compliance with federal and state fair housing laws, AB 101, AB 139, AB 2162, and the Employee Housing Act and to increase the range of housing types in the City.
Timeframe	Revise the Zoning Ordinance within one year of adoption of the Housing Element.
Responsible Agency	Planning and Community Development Department
Funding Sources	CDBG, General Fund, and Local Early Action Planning (LEAP) Grant Funding

10. Montebello Community Assistance Program

The Montebello Community Assistance Program (MCAP) is a first responder and behavioral para-medicine model approach launched by the City of Montebello Fire Department. The program establishes collaborations with various community-based organizations, local healthcare providers, and work with surrounding cities.

Working in a field-based outreach and services model, MCAP is staffed by a Firefighter/Paramedic, Social Worker/EMT, Field-Based Case Manager, and Housing Navigator. This team works in partnership with people experiencing homelessness to address complex medical conditions, mental health, and/or substance abuse disorders. The MCAP team determines the evidence-based treatments and impactful system navigation services through the data collection and evaluation. MCAP also provides intensive care management services, behavioral health support, assist with linkages to housing needs, and raise awareness among local leaders and community residents to decrease social stigma as it relates to behavioral issues and homelessness. MCAP connects clients with the following services in the community:

- Food/Showers Assistance
- Substance Use Disorder Assistance
- Medical and Social Service Assistance
- Mental Health Assistance
- Dental Assistance
- Linkages to Housing Services (Interim and Long-Term Housing)

Program Objective To use the 911 dispatch/mobile crisis response team to support individuals with the proper resources to address chronic homelessness.

Timeframe Ongoing

Responsible Agency Fire Department

Funding Sources Gateway Cities Council of Governments and CBDG

11. Objective Design Standards, Approvals By-right and Administrative Approvals

Discretionary approval processes are time-consuming, unpredictable, and can lead to denial of housing development that meets all standards. The City shall adopt clear, precise, and objective standards (SB 330) based on community vision and streamline the approval process for projects that conform to those rules. The objective standards will also be drafted for larger-scale housing projects located within the Housing Opportunity Overlay and allow complying projects to be approved administratively.

The City has engaged a consultant to develop objective design standards and explore development streamlining options with the community and the Planning Commission — specifically to increase the 3-unit threshold for Planning Commission review. Within two years of the adoption of the Housing Element, the 3-unit threshold will be increased to allow more housing development that complies with objective standards to be approved administratively.

The City will amend the zoning code to adopt objective and context based variable setback standards and reduce parking standards that facilitates affordable housing.

Pursuant to AB 1397, RHNA sites that require rezoning to accommodate the lower-income RHNA shortfall are subject to by-right approval if the project includes 20% affordable units. To facilitate consistent application of this incentive, the City will extend an administrative approval (Director's Approval) process to all projects that include 20% lower income units, comply with objective design standards, and engage a town architect to facilitate a spatial and contextual review of the project. This program will apply to all sites identified on the sites inventory list (see Table 5.1).

This program meets the definition of by-right approval found in Government Code Section 65583.2, subdivision (h) and (i). Pursuant to State Housing Element statutes (Govt Code section 65583.2(h)), sites identified for rezoning to address the City's lower income RHNA shortfall will meet the following requirements:

- Permit owner-occupied and rental multi-family uses by-right for projects with 20% or more units affordable to lower income households;
- Permit a minimum density of 20 units per acre;
- Allow a minimum of 16 units per site; and
- Accommodate at least 50 percent of the lower income need on sites designated for residential use only.

The City will monitor how long housing production takes by establishing a housing data dashboard showing average, minimum and maximum days to obtain any permits required for housing construction, including entitlements and building permits.

Program Objective To make the entitlement process more predictable and less expensive.

Timeframe Adopt objective design standards within two years of adoption of the Housing Element. Housing Data Dashboard will be established by 2028.

Responsible Agency Planning Division

Funding Sources General Fund and Local Early Action Planning (LEAP) Grant Funding

12. Streamline Development Review Process

Regulatory relief that streamlines and increases the predictability of permitting and regulatory review processes can lower development costs and stimulate new construction. The City will map all of its discretionary review and approval processes and eliminate steps in the development review process for affordable housing projects that add no value or marginal value to the process or outcome. For affordable housing projects involving more than 4 units, a town architect will be brought in to assist in the review and explore win-win solutions to facilitate a spatial and contextual review with a smoother process and superior outcomes.

Program Objective Streamline affordable housing projects.

Timeframe Development review process has been mapped in conjunction with the development of this Housing Element. In conjunction with the General Plan and related development code updates, by February 2023 the City will review and eliminate development review steps that add no value or marginal value. The Town Architect Services will also be instituted by February 2023.

Responsible Agency Planning Division

Funding Sources General fund, Developer Fee for Town Architect Services

13. Energy Conservation

The City will continue to post and distribute information on currently available weatherization and energy conservation programs to residents and property owners through annual mailings in City utility billings, distribution of program information to community organizations and at municipal offices, and the City's website. The City will continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and will encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access.

The City will provide incentives to promote walkable urban housing along transit corridors, encourage passive or active energy saving features such as solar panels, efficient appliances, efficient building materials in new construction and remodels, promote energy audits and participation in utility conservation programs, and facilitate energy conserving retrofits.

Program Objective Increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units, and comply with state energy conservation requirements.

Timeframe Ongoing

Responsible Agency Building and Safety Division and Planning Division

Funding Sources General Fund, Strategic Growth Council Affordable Housing and Sustainable Communities Program Grant (Cap and Trade)

14. Affirmatively Furthering Fair Housing

To discourage discriminatory housing practices, the City will contract with the Housing Rights Center (HRC). Services include housing discrimination response, landlord-tenant relations, and housing information counseling. The City will continue to use the HRC for referral assistance and education programs. As part of this program, the City will place brochures and flyers prepared by the HRC Council at a kiosk in the City Hall lobby, the Planning and Community Development Department lobby, and at the local library in the City. The outreach literature is available in English and Spanish language. In addition, the City will continue to maintain fair housing referral information on its public website. During the planning period, the California Housing Rights Center will hold Landlord Workshops and include discussions on the prohibited discriminatory practices pertaining to service and companion animals, reasonable accommodations, and reasonable modifications.

Specific actions to remedy impediments to Fair Housing include the following:

- a. The City will continue to retain the HRC to process housing discrimination complaints.
- b. The City's website will post background information on fair housing and how to contact the HRC.
- c. The HRC will conduct 2-3 workshops per year on fair housing rights and resources in areas at risk of displacement. Educational and outreach materials will be disseminated to residents, local real estate agents, and the on-site apartment managers of the larger apartment communities.
- d. The City will amend its agreement with the HRC to include a periodic review of newspaper and online advertising. When discriminatory advertising is found, the HRC will then contact the on-site manager of the apartment community placing the ad.
- e. The City will amend its agreement with the HRC to include coordinating with local newspapers to include a statement that disabled people have a right to request a reasonable accommodation for a service or companion animal.

Place-based Actions: In June 2021, the City adopted the Parks Master Plan which calls for comprehensive upgrade of existing parks and facilities, and strategies for providing new parks and facilities in underserved areas.

- a. The City is continuing the community driven planning process with a comprehensive update to its General Plan and preparing a Downtown Specific Plan. Both these planning efforts prescribe a multitude of public and private improvements. Three examples of these improvements are: 1) the new five-acre public park with extensive trail connectivity approved with development of the Montebello Hills Specific Plan; 2) the proposed six-acres of open space area at De Paul Center; and 3) the proposed three-acre public park along Garfield Avenue proposed in connection with any future housing development at the golf course. The City will add 8 acres of new parks in the next 8 years in lower resource areas of the City — at an average of 1 acre of new park every year for the next eight years.
- b. Additionally, the City is partnering with neighboring cities in collaboration with L.A. Metro to develop a community-driven Corridor Plan for the future light rail along Washington Boulevard as well as the Greenwood station. A proposed city moratorium will restrict further commercial development Citywide in an effort to facilitate redevelopment of urban mixed-use residential development in key corridor areas including Washington Blvd. and the area surrounding the proposed Greenwood station.
- c. The City will adopt an Ordinance by 2023 to expand the housing supply in Higher Resource single-family zones by allowing for lot splits and duplexes under the parameters of SB 9. The City will pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9. The City estimates about 5 lot splits annually.
- d. Minimum 25% of CDBG funds will be spend in making improvements to parks, public facility improvements, economic development, social services, and infrastructure improvements within areas of low resources.

14. Affirmatively Furthering Fair Housing (continued)

Anti-displacement Actions: To ensure that development projects support and uplift the most vulnerable communities to displacement, and the residents struggling with cost of living increases are able to stay in their neighborhoods and enjoy the benefits of new public investments the City proposes the following anti-displacement actions:

- a. Amend the Ordinance to require the replacement of all units affordable to the same or lower income level as a condition of any development on the site that have existing residential units.
- b. The City will annually monitor displacement concerns, and if necessary, extend additional legal protections for renters and expand programs aimed at helping people remain in place.
- c. The City will preserve the existing stock of affordable housing to secure the availability of housing options for residents of lower economic means. The City will direct CDBG and HOME funds to annually rehab and preserve two households and to acquire and rehab property for low-income housing. Also see Programs 1, 2, and 3.
- d. Include community members vulnerable to displacement in meaningful ways through all stages of development entitlement process so these new projects address their needs.
- e. The General Plan update and Downtown Specific Plan will catalyze and support long-term economic prosperity efforts for un(der)employed residents by ensuring that existing workforce and economic development programs are accessible as well as providing new pathways to prosperity for workers and local small business owners.

Program Objective To discourage discriminatory housing practices in the City of Montebello.

Timeframe Ongoing. The City will continue to retain HRC to process housing discrimination complaints. Fair Housing information will be posted on the City's website within six months of the adoption of the Housing Element. The agreement with HRC will be amended by 2023. The General Plan and Downtown Specific Plan will be adopted by end of 2023. The Light Rail Corridor Plan will be adopted by the end of 2026. All Ordinance amendments will be adopted by end of 2023.

Responsible Agency Housing Division; Southern California Housing Rights Center

Funding Sources CDBG

15. Reasonable Accommodation Program

Under this program, the City will adopt a Reasonable Accommodation Ordinance to provide exception in zoning and land-use regulations for housing and/or improvements for persons with disabilities. Currently, the City's Zoning Ordinance contains no such provisions. The procedures related to the program's implementation will be ministerial in nature with minimal or no processing fee. Improvements may be approved by the Planning and Community Development Director subject to the following findings:

- The request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws;
- The requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws;
- The requested accommodation would not impose an undue financial or administrative burden on the City; and
- The requested accommodation would not require a fundamental alteration in the nature of the City's General Plan and Zoning Ordinance.

Program Objective To provide streamlined permitting process for making homes more accessible to persons with disabilities.

Timeframe Adopt the Reasonable Accommodation Ordinance within one year of adoption of the Housing Element.

Responsible Agency Planning Division and Building and Safety Division

Funding Sources General Fund

C. QUANTIFIED OBJECTIVES

California Housing Element Law requires jurisdictions to estimate the number of affordable housing opportunities that will be created over the planning period. The quantified objectives for the 2021-2029 Housing Element presents the anticipated and potential affordable housing development for the planning period starting on October 15, 2021, and ending October 15, 2029.

The quantified objective section shows how the City will meet its remaining RHNA allocation. While the City intends to make every effort to achieve these goals, Montebello cannot assure that these needs will be met given limited financial and staff resources, and the increasing gap in affordability of housing resources and incomes. Satisfaction of the City's regional housing needs will partially depend on the cooperation of private funding sources and resources of the State, Federal and County programs that are used to support the needs of the extremely low, very-low, and low and moderate-income households. Additionally, the economy and market forces heavily influence the housing production.

Table 8.1 presents the City's quantified objectives in three categories:

1. Construction of new affordable units;
2. Substantial rehabilitation of substandard units, and assistance through Housing Choice Vouchers; and
3. Protect existing affordable housing units from risk of displacement.

New construction of housing units focuses on the City's ability to accommodate its 2021-2029 RHNA allocation of 5,186 units (see Table 8.1) on land identified with the Housing Opportunity Areas, as shown in the City's Sites Inventory. This projection assumes optimum conditions for the production of housing and does not take into account how environmental, physical and market conditions influence the timing, type, and cost of housing production in Montebello.

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
2021-2029 RHNA Allocation	—	1,314	707	777	2,388	5,186
Produce						
Sites that do not require rezoning					1,467	1,523
Pipeline Units	108	108	103	286	532	1,137
Housing Opportunity Areas	550	551	611	518	832	3,062
Accessory Dwelling Units	—	—	—	—	56	56
Preserve						
Rehabilitation ^a	—	—	20	20	—	40
Housing Assistance (Vouchers)	363	363	—	—	—	726
Protect						
Stability from Displacement ^b	186	186	—	—	—	372

^a Any CDBG funding received during the planning period will be used to fund projects that improve and maintain the quality of the City's housing stock.

^b The conservation/preservation objective is consistent with the City's total count of affordable units that are permanent but could potentially be at-risk.

Projection for Extremely Low-Income Households

The impacts of high housing cost are more widespread for extremely low income (ELI) residents. Approximately 4,085 ELI households resided in Montebello. Approximately 81% of ELI renter-households had housing cost burden, while about 69% of ELI owners were cost burdened. To ease the demand that drives purchase and rental prices up, Montebello is pursuing construction of mixed-income and diverse housing options.

The projected housing need for ELI households assumes that 50% of very low-income households will qualify as ELI households (see Table 8.1).

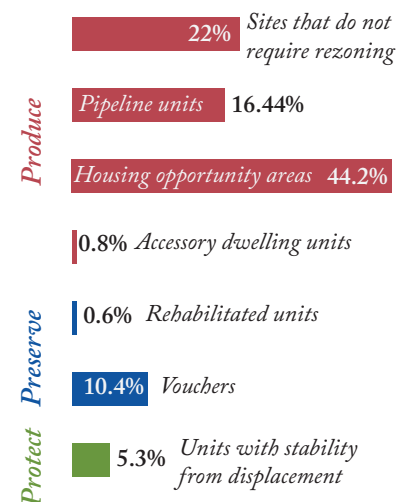


Table 8.1. Quantified Objectives.
146 Montebello Housing Element

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



November 29, 2021

Joseph Palombi, Director
Planning & Community Development Department
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Joseph Palombi:

RE: City of Montebello's 6th Cycle (2021-2029) Draft Housing Element

Thank you for submitting the City of Montebello's (City) draft housing element received for review on September 30, 2021. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a conversation on November 16, 2021 with you and consultant Kaizer Rangwala.

The draft element addresses many statutory requirements; however, revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code). The enclosed Appendix describes revisions needed to comply with State Housing Element Law.

The City's statutory deadline to adopt a housing element was October 15, 2021. For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline, then any rezoning to accommodate the regional housing needs allocation (RHNA), including for lower-income households, shall be completed no later than one year from the statutory deadline. Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i).

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#element> or a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance. Please note, upon adoption of the housing element, the City must submit an

electronic version of the sites inventory with its adopted housing element to sitesinventory@hcd.ca.gov.

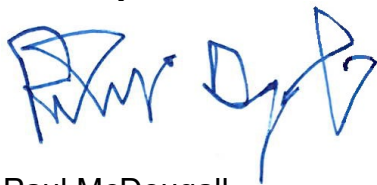
Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

HCD appreciates the communication and hard work you and your consultant Kaizer Rangwala provided during the review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Colin Cross, of our staff, at colin.cross@hcd.ca.gov.

Sincerely,



Paul McDougall

Senior Program Manager

Enclosure

APPENDIX CITY OF MONTEBELLO

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml>. Among other resources, the housing element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <http://www.hcd.ca.gov/community-development/building-blocks/index.shtml> and includes the Government Code addressing State Housing Element Law and other resources.

A. Review and Revision

Review the previous element to evaluate the appropriateness, effectiveness, and progress in implementation, and reflect the results of this review in the revised element. (Gov. Code, § 65588 (a) and (b).)

As part of the review of programs in the past cycle, the element must provide a cumulative evaluation of the effectiveness of goals, policies, and related actions in meeting the housing needs of special needs populations (e.g., elderly, persons with disabilities, large households, female headed households, farmworkers, and persons experiencing homelessness).

B. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Regional Patterns and Trends: For all categories of analysis (segregation and integration, racially and ethnically concentrated areas of poverty and affluence, access to opportunity, and disproportionate housing needs, including displacement), the element addresses some requirements to analyze local patterns and trends. However, the element must also analyze regional patterns and trends for each category and subcategory of analysis. A regional analysis should compare conditions at the local level to the rest of the region, for example at the level of a county or other subregional geography.

Fair Housing Enforcement and Outreach: The element includes information about fair housing organizations which may serve as resources to the public. However, the element must examine the City's capacity for fair housing enforcement and outreach. This may consist of, but is not limited to, the ability to investigate complaints, obtain remedies, or engage in fair housing testing.

Disproportionate Housing Needs: The element addresses many requirements regarding the analysis of disproportionate housing needs. However, a complete analysis must address homelessness at the local and regional levels.

Local Data and Knowledge: In addition to the data sources relied on in the current draft, the element must support its analysis with local data and knowledge, including information obtained through community participation or consultation.

Site Inventory: The element does not address this requirement. The analysis must identify whether sites improve or exacerbate conditions and whether sites are isolated by income group. A full analysis should address the income categories of identified sites with respect to location, the number of sites and units by all income groups and how that affects the existing patterns for all components of the assessment of fair housing (e.g., segregation and integration, access to opportunity). The element should also discuss whether the distribution of sites improves or exacerbates conditions. If sites exacerbate conditions, the element should identify further program actions that will be taken to promote equitable quality of life throughout the community (e.g., anti-displacement and place-based community revitalization strategies).

Contributing Factors: The element lists several contributing factors, but it must also prioritize them, demonstrate a nexus to the summarized fair housing issues in Montebello.

Goals and Actions: The element must add, or revise programs based on a complete analysis. Goals and actions must significantly seek to overcome contributing factors to fair housing issues. Current program actions include Program 14 (Affirmatively Furthering Fair Housing (AFFH)), which continues the City's practice of referring fair housing complaints and provides for additional outreach activities. This is not adequate to satisfy the requirement for specific and meaningful actions. Program actions should be proactive, facilitate meaningful change, and respond directly to the contributing factors to fair housing issues that were identified. Furthermore, the element must include metrics and milestones targeting fair housing outcomes in the planning period.

2. *Include an analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected needs for all income levels, including extremely low-income households. (Gov. Code, § 65583, subd. (a)(1).)*

While the element quantifies existing extremely low-income (ELI) households, it must also identify the projected housing need analyze their housing needs. The analysis of ELI housing needs could consider tenure and rates of overcrowding and overpayment.

Additionally, the element indicates that a total of 130 people working in agricultural, fishery, forestry, and hunting industries and states that many of these people are likely employed not as farmworkers but in adjacent industries (p. 33). The element must estimate and analyze the total number of farmworkers, both seasonal and permanent (e.g., county level USDA agricultural census).

3. *Include an analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition. (Gov. Code, § 65583, subd. (a)(2).)*

The element must include analysis of the condition of the existing housing stock and estimate the number of units in need of rehabilitation and replacement. For example, the analysis could include estimates from a recent windshield survey or sampling, estimates from the code enforcement agency, or information from knowledgeable builders/developers, including non-profit housing developers or organizations.

4. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Progress in Meeting the RHNA: The City's Regional Housing Needs Allocation (RHNA) may be reduced by the number of new units built since June 30, 2021. The element indicates (p. 84) that 130 units affordable to very low-income households and 70 units affordable to low-income households are anticipated at Site 8 (North Garfield Avenue) but it must also demonstrate affordability based on actual or anticipated rent, sales prices or other mechanisms ensuring affordability (e.g., deed restrictions). In addition, the element must demonstrate the likelihood of the units being available in the planning [period].

Parcel Listing: The site inventory includes several sites with multiple parcels and reports the size in acres of each site in aggregate. The element should also provide the acreage of each individual parcel.

Realistic Capacity: The methodology for calculating residential capacity on identified sites must account for land use controls, site improvements and typical densities of existing or approved residential developments at a similar affordability level. While the element utilizes various potential unit yields, it must still support these assumptions. For example, the element assumes 90 percent buildout at Site 14 (2134 Montebello Town Center) and 100 percent buildout for Site 16 (400 S. Taylor Ave.) but it must demonstrate what specific trends, factors, and other evidence led to its assumptions of realistic capacity.

In addition, for sites where zoning allows 100 percent nonresidential uses, this analysis must adjust for the likelihood of 100 percent nonresidential development. Currently, the element adjusts realistic capacity assumptions downward to account for this, but it must relate that assumption to the relevant zones or development trends in those zones. For example, the element could describe the underlying zoning, whether 100 percent nonresidential development is allowed in these zones, analyze how often residential development occurs and adjust residential capacity calculations accordingly. The element could also incorporate any relevant programs or policies the City is undertaking to facilitate residential development in zones allowing 100 percent nonresidential uses.

Suitability of Nonvacant Sites: The element must include an analysis demonstrating the potential for redevelopment of nonvacant sites. To address this requirement, the element describes the existing use of each nonvacant site. This alone is not adequate to demonstrate the potential for redevelopment in the planning period. The analysis should consider factors including the extent to which existing uses may constitute an impediment to additional residential development, the City's past experience with converting existing uses to higher density residential development, the current market demand for the existing use, an analysis of any existing leases or other contracts that

would perpetuate the existing use or prevent redevelopment of the site for additional residential development, development trends, market conditions, and regulatory or other incentives or standards to encourage additional residential development on these sites. For example, the element could consider indicators such as age and condition of the existing structure, presence of expiring leases, expressed developer interest, low improvement to land value ratio, and other factors. The element should describe and support (through development trends) the thresholds used to identify sites for redevelopment.

Additionally, because the housing element relies upon nonvacant sites to accommodate more than 50 percent of the RHNA for lower-income households, it must demonstrate existing uses are not an impediment to additional residential development and will likely discontinue in the planning period. (Gov. Code, § 65583.2, subd. (g)(2).) Absent findings (e.g., adoption resolution) based on substantial evidence, the existing uses will be presumed to impede additional residential development and will not be utilized toward demonstrating adequate sites to accommodate the RHNA.

Replacement Housing Requirements: If the site inventory identifies sites with existing residential uses, it must identify whether they are affordable to lower-income households or describe whether the additional residential development on the site requires the demolition of the existing residential use. For nonvacant sites with existing, vacated, or demolished residential uses and occupied by, or subject to an affordability requirement for, lower-income households within the last five years there must be a replacement housing program for units affordable to lower-income households. (Gov. Code, § 65583.2, subd. (g)(3).) Absent a replacement housing program, these sites are not adequate sites to accommodate lower-income households. The replacement housing program has the same requirements as set forth in Government Code section 65915, subdivision (c)(3). The housing element must be revised to include such analysis and a program, if necessary.

Small and Large Sites: The parcel listing appears to contain several sites larger than 10 acres in size being used to accommodate the RHNA for lower-income households. Sites smaller than 0.5 acres in size or larger than 10 acres in size are deemed inadequate to accommodate housing for lower-income households unless it is demonstrated that sites of equivalent size and affordability were developed, or the element describes other evidence to HCD that the site is adequate to accommodate housing for lower-income households.

Infrastructure: The element must demonstrate sufficient existing or planned water, sewer, and other dry utilities supply capacity, including the availability and access to distribution facilities, to accommodate the City's RHNA for the planning period.

For your information, water and sewer service providers must establish specific procedures to grant priority water and sewer service to developments with units affordable to lower-income households. (Gov. Code, § 65589.7.) Local governments are required to immediately deliver the housing element to water and sewer service providers. The element must demonstrate compliance with these requirements or include programs as appropriate. For additional information and sample cover memo, see the Building Blocks at <http://www.hcd.ca.gov/community-development/building-blocks/other-requirements/priority-for-water-sewer.shtml>.

Environmental Constraints: The element must describe any known environmental constraints or other conditions that preclude housing development in the planning period. While the element includes some general analysis of potential environmental constraints, it should relate that analysis to identified sites. In particular, the element notes that certain sites “will require additional costs to clean them of dangerous contaminants” (p. 114) but it must address the impact that may have on development in the planning period.

Sites Identified in Prior Planning Periods: Sites identified in prior planning periods shall not be deemed adequate to accommodate the housing needs for lower-income households unless a program, meeting statutory requirements, requires rezoning within three years. The element denotes sites identified in prior planning periods (p. 76) but does not clarify whether this constitutes all sites in the inventory that have been previously identified. Additionally, while the element includes Program 11 (Objective Design Standards, Approvals By-right and Administrative Approvals) to address this requirement, this program should identify the specific sites being rezoned.

Zoning for a Variety of Housing Types:

- *Emergency Shelters:* The element notes that emergency shelters are a permitted use in the C-M and M-1 zones (p. 102). However, the element must demonstrate permit processing, development, and management standards are objective and encourage and facilitate the development of, or conversion to, emergency shelters or include a program to do so. In addition, emergency shelters must only be subject to the same development and management standards that apply to residential or commercial development within the same zone except for those standards prescribed by statute. This analysis should generally demonstrate the suitability of these zones for emergency shelters, including whether these zones still have sufficient capacity to accommodate the identified housing need for emergency shelters.
- *R-A Zone:* The element notes that several residential uses (e.g., transitional, and supportive housing, manufactured housing, etc.) are not allowed in the R-A zone. Transitional housing and supportive housing must be permitted as a residential use in all zones allowing residential uses and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. Additionally, analysis is needed to demonstrate that the limitation on manufactured housing in this zone is not a constraint to the development of manufactured housing. The element should modify Program 9 (Zoning Ordinance Amendments) to clarify and ensure compliance with all requirements.
- *Accessory Dwelling Units (ADUs):* The element mentions that the City revised its ADU ordinance in 2019 and will continue to monitor and amend the ordinance as appropriate (p. 107). However, HCD has not received an adopted ADU ordinance from the City. The City should promptly submit the adopted ordinance to HCD for review.

5. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as*

identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need in accordance with Government Code section 65584 and from meeting the need for housing for persons with disabilities, supportive housing, transitional housing, and emergency shelters identified pursuant to paragraph (7). Transitional housing and supportive housing shall be considered a residential use of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. (Gov. Code, § 65583, subd. (a)(5).)

Land-Use Controls: The element must identify and analyze all relevant land use controls as potential constraints on a variety of housing types. The analysis should analyze land use controls independently and cumulatively with other land use controls. The current draft addresses many requirements, but still should specifically address requirements related to setback and parking requirements, analyzing any impacts on cost, supply, housing choice, affordability, timing, approval certainty and ability to achieve maximum densities and include programs to address identified constraints.

On/Off-Site Improvements: The element must identify improvement requirements and analyze their impact as potential constraints on housing supply and affordability. While the element lists several improvement requirements such as water, sewer, and street construction, the element should be revised to list and analyze the specific requirements and address any identified constraints as appropriate.

Processing and Permit Procedures: The element must describe and analyze the City's permit processing and approval procedures by zone and housing type (e.g., multifamily rental housing, mobilehomes, housing for agricultural employees, supportive housing); the current draft generally does not address this requirement. The analysis must evaluate the processing and permit procedures' impacts as potential constraints on housing supply and affordability, addressing such topics as timing, approval body, approval findings and certainty, and any conditional use permits (CUP) and design review or site plan review processes the City may have in place. The element may need to add or modify programs to address identified constraints as appropriate.

Additionally, the element should indicate whether the City has a written procedure to comply with the SB 35 Streamlined Ministerial Approval Process. If necessary, the element should add or modify programs to establish a procedure by a specified date.

Codes and Enforcement: The element must describe the City's building and zoning code enforcement processes and procedures, including which building code is utilized and any local amendments to the building code, and analyze their impact as potential constraints on housing supply and affordability.

Housing for Persons with Disabilities: The element must include an analysis of zoning, development standards, building codes, and process and permit procedures as potential constraints on housing for persons with disabilities. For example, the analysis must

describe any zoning code definitions of family and any spacing or concentration requirements for housing for persons with disabilities.

This analysis should also address the City's zoning and procedures for residential care facilities. For example, the element mentions requirements for group homes of six or fewer residents (p. 32), but it does not clarify how the City treats these uses and whether that complies with the State requirements listed. Additionally, the element notes that "Family Care for 7 or More Persons" requires a CUP. The element should analyze the CUP and associated process as a potential constraint on housing for persons with disabilities and add or modify programs to ensure zoning permits group homes objectively with approval certainty.

6. *An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, the cost of construction, the requests to develop housing at densities below those anticipated in the analysis required by subdivision (c) of Government Code section 65583.2, and the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Government Code section 65584. The analysis shall also demonstrate local efforts to remove nongovernmental constraints that create a gap between the locality's planning for the development of housing for all income levels and the construction of that housing. (Gov. Code, § 65583, subd. (a)(6).)*

The element must be revised to include analysis of requests to develop housing at densities below those anticipated in the sites inventory and the length of time between receiving approval for a housing development and submittal of an application for building permits. The analysis must address any potential hinderances on the construction of a locality's share of the regional housing need.

7. *Analyze existing assisted housing developments that are eligible to change to non-low-income housing uses during the next ten years due to termination of subsidy contracts, mortgage prepayment, or expiration of use restrictions. (Gov. Code, § 65583, subd. (a)(9) through 65583(a)(9)(D).)*

The element identifies several assisted housing developments with funding sources that expire during the planning period (p. 39), but it must also provide an analysis. The analysis of "at-risk" units must include the following:

- Listing of each development by project name and address;
- Type of governmental assistance received;
- Earliest date of change from low-income use;
- Total number of elderly and non-elderly units;
- Estimated total cost for producing, replacing and preserving the units at-risk;
- Identification of public and private non-profit corporations known to the City to have the legal and managerial capacity to acquire and manage at-risk units; and

- Identification and consideration of use of federal, state and local financing and subsidy programs.

For additional information and sample analysis, see the Building Blocks at <http://www.hcd.ca.gov/community-development/building-blocks/housing-needs/assisted-housing-developments.shtml> and for more information on identifying units at-risk, see the California Housing Partnership Corporation at <http://www.chpc.net>.

C. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available. The program shall include an identification of the agencies and officials responsible for the implementation of the various actions. (Gov. Code, § 65583, subd. (c).)*

To have a beneficial impact in the planning period and address the goals of the housing element, programs must be revised with discrete timelines, objectives, and specific and clear commitment to outcomes, as follows:

- *Quantified Objectives:* Program 1 (Code Enforcement).
 - *Discrete Timing:* Programs 1 (Code Enforcement); 5 (Homeless Prevention), needed for creation of toolkit; 12 (Streamline Development Review Process); and 14 (Affirmatively Furthering Fair Housing), needed for amended HRC agreement and posting of materials. Please note that programs 8 (Implement Inclusionary Zoning and Density Bonuses), 9 (Zoning Ordinance Amendments), and 15 (Reasonable Accommodation) involve coming into compliance with State law and as such should be completed within one year of the start of the planning period.
 - *Specific Commitment:* Programs containing unclear commitment (e.g., “explore”, “evaluate”, etc.) should be amended to include more specific and measurable actions. These include Programs 1 (Code Enforcement) and 7 (Accessory Dwelling Units).
2. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city’s or county’s share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding B4, the element does not include a complete site analysis; therefore, the adequacy of sites and zoning was not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element should be revised as follows:

- *Program 6 (Adequate Sites to Accommodate the RHNA)* should be amended to ensure compliance with all of the by-right requirements provided in Government Code section 65583.2, subdivisions (h) & (i).
 - *Program 11 (Objective Design Standards, Approvals By-right and Administrative Approvals)* should be amended to clarify that the action meets the definition of by-right found in Government Code section 65583.2, subdivision (i).
 - *Replacement Housing Requirements:* As noted in Finding B4, the housing element may need to include a program to provide replacement housing.
 - *City-owned Sites:* Because the site inventory includes city-owned lands, the element's programs should include specific commitment to facilitate development on these sites in the planning period. Programs to facilitate development could include actions such as zoning, outreach to developers, incentives, fee waivers, priority processing and financial assistance.
3. *The housing element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

The element must include programs to assist in the development of housing for lower- and moderate-income households, including extremely low-income and special needs households. The program(s) could commit the City to adopting priority processing; granting fee waivers or deferrals; modifying development standards; granting concessions and incentives for housing developments; assisting, supporting, or pursuing funding applications; and proactively working with housing developers to identify development opportunities.

4. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Findings B5 and B6, the element requires a complete analysis of potential governmental and non-governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs to address and remove or mitigate any identified constraints.

5. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other*

characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)

As noted in Finding B1, the element does not contain programs that satisfy the AFFH requirements for specific and meaningful actions to overcome fair housing issues. Based on a complete analysis, the element must add or revise programs.

6. *The housing program shall preserve for low-income household the assisted housing developments identified pursuant to paragraph (9) of subdivision (a). The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (9) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance. (Gov. Code, § 65583, subd. (c)(6).)*

As noted in Finding B7, the element does not contain a complete analysis of at-risk units. The element should amend Program 3 (Preservation of At-Risk Housing) to commit specifically to educate and support tenants of at-risk units, as well as to comply with tenant noticing requirements.

D. Quantified Objectives

Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).)

While the element includes quantified objectives for construction, rehabilitation and conservation, it must also address these objectives for extremely low-income households.

E. Public Participation

Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the Housing Element, and the element shall describe this effort. (Gov. Code, § 65583, subd.(c)(8).)

While the element includes a general summary of the public participation process, it must also summarize the public comments and describe how they were considered and incorporated into the element. Additionally, the element briefly mentions that outreach was undertaken with times and locations “specifically accessible to households within low resource areas of the City” (p. 10). The element must describe in further detail how the City reached all economic segments of the population, particularly lower-income households, in conducting outreach related to its survey and workshops.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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March 16, 2022

Joseph Palombi, Director
Planning and Community Development Department
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Joseph Palombi:

RE: City of Montebello's 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of Montebello's (City) revised draft housing element received for review on January 19, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The draft element addresses some statutory requirements described in HCD's November 29, 2021 review; however, revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code). The enclosed Appendix describes revisions needed to comply with State Housing Element Law.

As a reminder, the City's 6th cycle housing element was due October 15, 2021. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to revise the element as described above, adopt, and submit to HCD to regain housing element compliance.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline (October 15, 2021), then any rezoning to accommodate the regional housing needs allocation (RHNA), including for lower-income households, shall be completed no later than one year from the statutory deadline. Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i).

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that

represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD is committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Colin Cross, of our staff, at colin.cross@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall
Senior Program Manager

Enclosure

APPENDIX CITY OF MONTEBELLO

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml>. Among other resources, the housing element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <http://www.hcd.ca.gov/community-development/building-blocks/index.shtml> and includes the Government Code addressing State Housing Element Law and other resources.

A. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Site Inventory: The element is revised to overlay the site inventory on selected maps (p. 65), but otherwise does not address this requirement. A full analysis should address the income categories of identified sites with respect to location, identify whether sites improve or exacerbate fair housing conditions, and analyze how identified sites affect patterns for all components of the assessment of fair housing (e.g., segregation and integration, Racial/Ethnic Concentrated Areas of Poverty (R/ECAPs), access to opportunity, disproportionate housing needs). Please see HCD's prior review. HCD will provide sample analysis under separate cover.

Goals, Actions, Metrics and Milestones: The element is revised to include a table which profiles certain programs and their relationship to the identified contributing factors. However, the element generally must still be revised with significant and meaningful action that specifically affirmatively further fair housing (AFFH). For example, the element refers to programs such as Program 6 (Adequate Sites to Accommodate the Regional Housing Needs Allocation (RHNA), which is not tailored to AFFH. Other programs listed, such as Program 7 (ADUs) do not constitute meaningful AFFH actions. Based on a complete analysis, the element must add or revise programs with specific commitment to AFFH, timing or milestones and metrics to target meaningful outcomes. Please see HCD's prior review for additional information.

Additionally, the element provides objectives such as adoption and completion of program actions as its metrics and milestones. However, metrics and milestones should target meaningful AFFH outcomes to measure the City's progress towards achieving specific fair housing outcomes; for example, the element could set targets for the number of affordable units developed in higher resource areas.  The element must be revised to include metrics and milestones that are specific and quantified where appropriate. HCD will send examples under separate cover.

2. *Include an analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition. (Gov. Code, § 65583, subd. (a)(2).)*

The element is revised to state that “an inventory of the number of units in need of rehabilitation or replacement is not available” (p. 25). However, the element must provide an estimate of the number of units in need of rehabilitation and replacement. For example, the element could draw from the statistic regarding the percentage of homes inspected by Code Enforcement (p. 56)  Please see HCD’s prior review for additional information.

3. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality’s housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Parcel Listing: The element is not revised to address the requirement to provide the acreage of each parcel  Please see HCD’s prior review.

Realistic Capacity: The element is revised to include a limited statement that realistic capacity assumptions are based on “current trends of similar recent projects approved or built in the area” (p. 78), but does not describe those trends, define the realistic capacity assumptions, or connect the element’s assumptions to those trends. The element must be revised to support its capacity assumptions. Please see HCD’s prior review.

Additionally, the element still does not address the likelihood of 100 percent nonresidential development. Brief revisions are included to state that “none of the sites included would require commercial uses” (p. 78); however, this does not indicate whether 100 percent nonresidential development is allowed on those sites, or the likelihood of 100 percent nonresidential uses occurring on identified sites. The element currently adjusts realistic capacity assumptions downward for certain sites with commercial uses in mind, but it must relate these assumptions to the relevant zones and development trends in those zones  For more information, please see HCD’s prior review.

Nonvacant Sites: For your information, because the housing element relies upon nonvacant sites to accommodate more than 50 percent of the RHNA for lower-income households, it must demonstrate existing uses are not an impediment to additional residential development and will likely discontinue in the planning period. (Gov. Code, § 65583.2, subd. (g)(2).) As part of adoption, the City must make the appropriate findings in its resolution based on substantial evidence. Absent findings (e.g., adoption resolution) based on substantial evidence, the existing uses will be presumed to impede additional residential development and will not be utilized toward demonstrating adequate sites to accommodate the RHNA. HCD will send examples under separate cover.

Infrastructure: The element is revised to clarify that existing infrastructure is sufficient to meet the RHNA for most sites. However, Site 14 (2134 Montebello Town Center) simply states that the site “has access to water, sewer, and dry utilities” (p. 93), without clarifying

whether existing or planned infrastructure exists to accommodate the 1,868 units assumed on the site. The element must demonstrate sufficient existing or planned water, sewer, and other dry utilities supply capacity, including availability and access to distribution facilities, to accommodate the City's RHNA.

Environmental Constraints: The element is revised to state that the City has no brownfield sites and to describe the process required for a Phase I Environmental Site Assessment. However, the element must still relate the general environmental constraints identified to the specific sites in the inventory and whether there are any known conditions that preclude development in the planning period. For example, the element notes that Site 7 (Montebello Hills Specific Plan) contains "abandoned oil wells" (p. 86), but it must still describe the impact that may have on development within the planning period. Also, other sites appear to have potentially had previous industrial uses which should be analyzed for impacts on development in the planning period.

Electronic Sites Inventory: Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance. Please note, upon adoption of the housing element, the City must submit an electronic version of the sites inventory with its adopted housing element to sitesinventory@hcd.ca.gov.

Zoning for a Variety of Housing Types:

- *Emergency Shelters:* The element is revised to clarify that emergency shelters are a permitted use in the C-M and M-1 zones. However, the assessment of the suitability of these zones for such uses is limited. This analysis should address topics such as proximity to jobs, transportation, and relevant services; the presence of any environmental hazards; and whether these zones have sufficient capacity to accommodate the identified housing need for emergency shelters. Additionally, the element must still analyze the City's requirements for emergency shelters (as found in Montebello Municipal Code 17.34.030), some of which appear to be out of compliance with Government Code 65583(a)(4)(A). The element must provide this analysis and add or modify programs as appropriate.
 - *R-A Zone:* Program 9 (Zoning Ordinance Amendments) is revised to ensure that transitional and supportive housing will be allowed in all residential zones. However, the element should still address exclusion of manufactured housing from this zone. Please see HCD's prior review for additional information.
4. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

Land Use Controls: The element is revised to note that the City's setback requirements will be updated. However, this action should be captured in a program, complete with specific commitment, responsible party, timing and objectives. Additionally, the element must still address HCD's comments regarding parking requirements. Please see HCD's prior review for additional information.

On/Off-site Improvements: The element is revised to note that the City has various improvement requirements, but still should list or analyze the specific requirements. Please see HCD's prior review.

Processing and Permit Procedures: The element is revised to add new information and analysis regarding the City's processing and permit procedures. These revisions indicate that a discretionary Site Plan Review and Planning Commission decision are required for any multi-family development of three or more units. The element must be revised to include specific analysis of this potential constraint and add or modify programs as appropriate. Additionally, these revisions note that "larger-scale housing projects that comply with certain criteria can be reviewed administratively" under the Housing Opportunity Overlay (p. 106), but it must also clarify what those criteria are or how a project might achieve administrative review. The element may need to add or modify programs to address identified constraints as appropriate.

Housing for Persons with Disabilities: Revisions to the element indicate that the City excludes subjects group homes for seven or more persons to a conditional use permit (CUP), unlike other similar uses. Additionally, the City's definition of family appears to be a constraint on housing for persons with disabilities, as it may potentially subject persons with disabilities to special regulations such as the number of persons, population types, and licenses. The element should specifically analyze these constraints for impacts on housing supply, housing choices, and approval certainty and objectivity for housing for persons with disabilities and include programs as appropriate.

5. *An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including... ..the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Government Code section 65584... (Gov. Code, § 65583, subd. (a)(6).)*

Timing: The element is revised to describe the typical timeframe for the City to process an application for a building permit. However, the analysis should address the length of time between entitlement and application for a building permit.

B. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning*

period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available. The program shall include an identification of the agencies and officials responsible for the implementation of the various actions. (Gov. Code, § 65583, subd. (c).)

To address the program requirements of Government Code section 65583, subdivision (c)(1-6), and to facilitate implementation, programs should include: (1) a description of the City's specific role in implementation; (2) definitive implementation timelines; (3) objectives, quantified where appropriate; and (4) identification of responsible agencies and officials. Programs to be revised with specific timeframes include:

- *Program 6 (Adequate Sites to Accommodate the RHNA):* The program should commit to how often (e.g., annually) the City will proactively work with developers to identify development opportunities.
- *Program 14 (Affirmatively Furthering Fair Housing):* The program should commit to discrete timing (e.g., by 2023) for amending the agreement with Housing Rights Center (HRC).

2. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding A3, the element does not include a complete site analysis; therefore, the adequacy of sites and zoning was not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element should be revised as follows:

By-Right Requirements: Program 6 (Adequate Sites to Accommodate the RHNA) is revised to acknowledge the by-right requirements pursuant to Government Code 65583.2, subdivisions (h) and (i). However, the Program should clarify commitment to meet residential only performance standards and permitting 16 units per site pursuant to Government Code 65583.2, subdivisions (h) and (i).

City-Owned Sites: Program 6 (Adequate Sites to Accommodate the RHNA) is revised to commit to facilitating development on City-Owned sites. This program should commit to specific actions, including but not limited to the issuance of an Request For Proposal and relevant timeframes (e.g., annually), to ensure the City's ability to develop these sites with

residential uses during the planning period. These actions should also explicitly reference City-Owned sites in the inventory and include a numeric objective consistent with the assumptions in the element.

3. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Findings A4 and A5, the element requires a complete analysis of potential governmental and non-governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

4. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding A1, the element does not contain programs that satisfy the AFFH requirements for specific and meaningful actions to overcome fair housing issues. Based on a complete analysis, the element must add or revise programs.

C. Public Participation

Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the Housing Element, and the element shall describe this effort. (Gov. Code, § 65583, subd.(c)(8).)

The element is revised to describe the City's housing element survey in greater detail. However, this description alone does not demonstrate a diligent effort to reach all economic segments of the population. Moving forward, the City should employ additional methods for public outreach efforts, particularly to include lower-income and special needs households and neighborhoods with higher concentrations of lower-income households. For example, the City could conduct targeted stakeholder interviews or establish a committee representative of lower-income households in future public outreach efforts. In addition, the element should also summarize past and future public comments and describe how they were considered and incorporated into the element.



City of Montebello 2021-2029

Housing Element

Draft Initial Study –Negative Declaration

prepared by

City of Montebello

1600 West Beverly Boulevard

Montebello, CA 90640

Contact: Monica Mercado-Rodriguez, Associate Planner

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(323) 887-1200

prepared with the assistance of

Rincon Consultants, Inc.

180 North Ashwood Avenue

Ventura, California 93003

December 2021

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RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

rinconconsultants.com

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Initial Study

1. Project Title

City of Montebello 2021-2029 Housing Element

2. Lead Agency Name and Address

City of Montebello
Department of Community Development
1600 West Beverly Blvd.
Montebello, California 90640

3. Contact Person and Phone Number

Monica Mercado-Rodriguez, Associate Planner
mmercado-rodriguez@cityofmontebello.com
323-887-1200

4. Project Location

The project area is the entire City of Montebello in Los Angeles County, California. The regional location and project area are shown in Figure 1. For a description of the city and its regional context see Section 9, *Surrounding Land Uses and Setting*.

5. Project Sponsor's Name and Address

City of Montebello
Department of Community Development
1600 West Beverly Blvd.
Montebello, California 90640

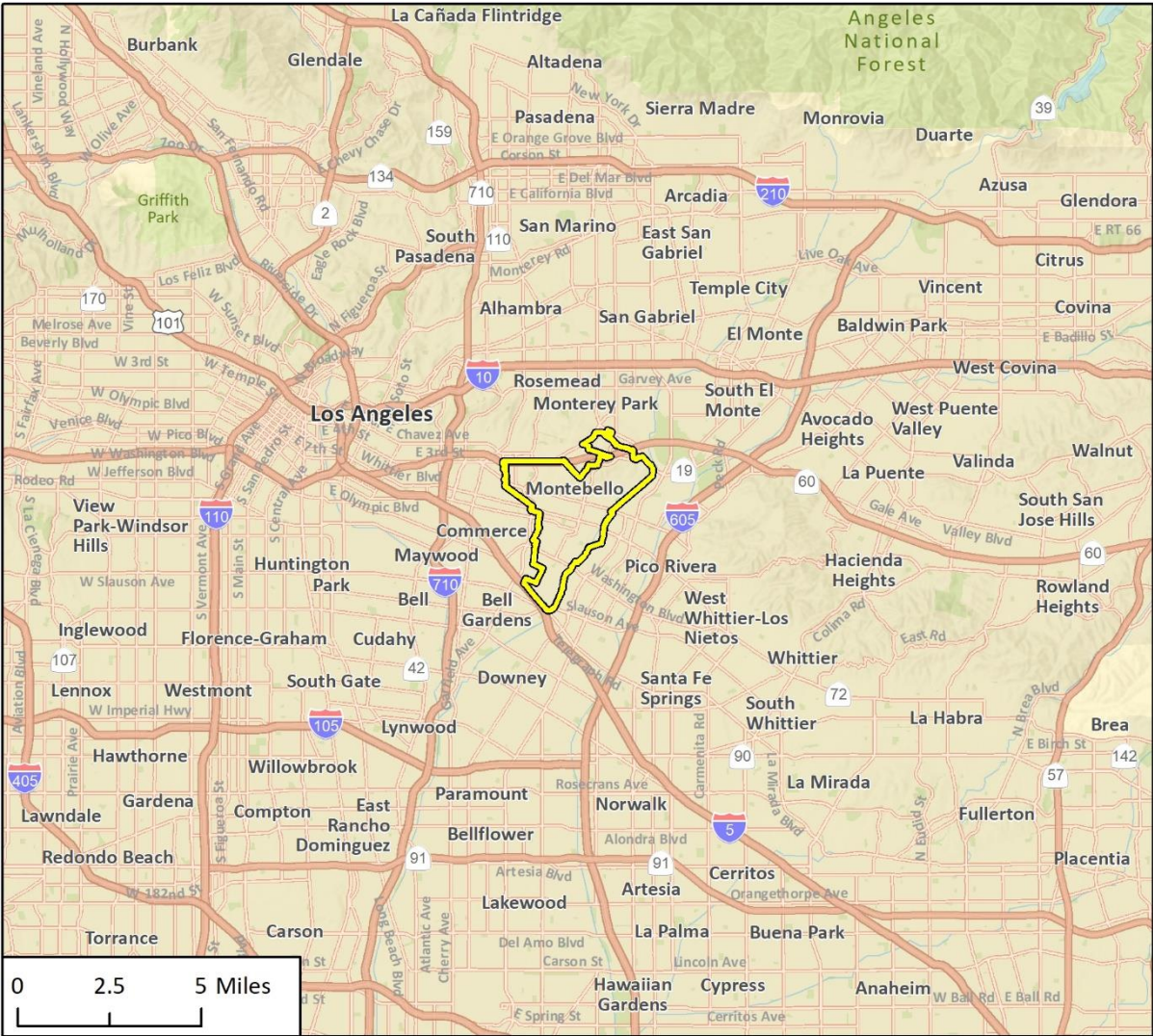
6. General Plan Designation

City-wide

7. Zoning

City-wide

Figure 1 Regional Location and Project Area



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★ Project Location

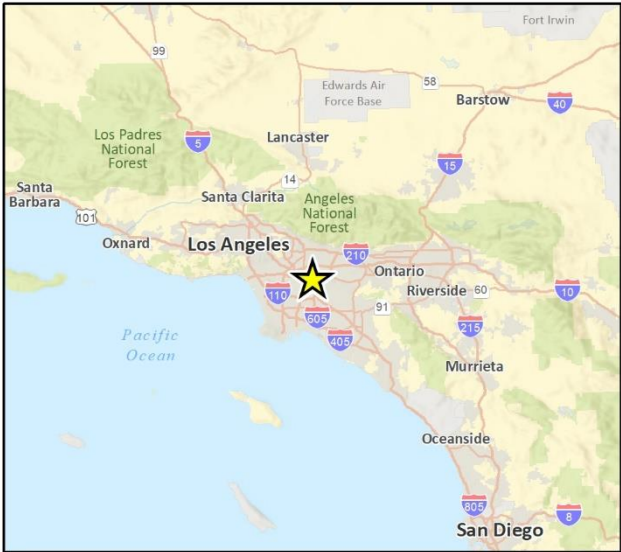


Fig 3. Regional Location

8. Description of Project

Overview and Background

This Initial Study/Negative Declaration (IS-ND) serves as the environmental review of the proposed project, as required by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the State CEQA Guidelines.

The proposed project (project) consists of a comprehensive update to the Housing Element of the City of Montebello General Plan. State law requires that housing elements be updated every eight years (California Government Code Sections 65580 to 65589.8). The draft Housing Element Update identifies residential sites adequate to accommodate a variety of housing types for all income levels and needs of special population groups, defined under state law (California Government Code Section 65583). It analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all persons. The City's Housing Element Update, covering the 2016-2021 Fifth Cycle planning period, was adopted in 2020. The project would update the City's Housing Element as part of the sixth cycle of updates. For Montebello, the planning period runs from October 15, 2021 through October 15, 2029.

Additionally, updating the Housing Element would bring it into compliance with state legislation passed since the adoption of the 1973 General Plan, 2016-2021 Housing Element, and the 2017 Housing Element Update Environmental Checklist. There are multiple components of the draft Housing Element Update that mirror those of the previous Housing Element, but have been updated to reflect current conditions, including:

- An Introduction and profile/analysis of the city's current demographics, housing characteristics, and existing and future housing needs
- Review of resources available to facilitate and encourage the production and maintenance of housing
- Analysis of market constraints on housing production and maintenance
- An evaluation of accomplishments under the previous Housing Element (Fifth Cycle)
- A statement of the Housing Plan to address the city's identified housing needs, including an assessment of past accomplishments, and a formulation of housing goals, policies, and programs to facilitate the 2021 Housing Element Update (Sixth Cycle)
- An identification of the City's quantified objectives for the 2021-2029 Regional Housing Needs Allocation¹ (RHNA) period, by income group, based on growth estimates, past and anticipated development, and income data
- A summary of the public outreach process undertaken by the City to inform the draft 2021 Housing Element Update
- Updated Demographic and Housing Analysis from the latest American Community Survey, and other demographic data sources for the City
- Analysis for consistency with new State laws. Since the 2016-2021 Housing Element, the State enacted legislation to encourage housing development including, in some cases, requiring local jurisdictions to streamline project approvals for the purpose of expediting housing

¹ The RHNA process is explained below.

development. The project includes an analysis of these new regulations and as needed, programs to implement them

- Updated Sites Inventory and Rezone Program. The draft Housing Element Update includes a citywide housing sites inventory which identifies properties with the potential for residential development sufficient to accommodate the City's RHNA. No formal land use changes or physical development are proposed at this time and future changes would require environmental evaluation because the potential impacts of such development are location-specific and cannot be assessed in a meaningful way until project sites and development proposals are identified.

The draft Housing Element Update establishes objectives, policies, and programs to assist the City in achieving state-mandated housing goals. The City's implementation of these policies and programs includes future amendments to other elements of the General Plan and amendments to the City's Zoning Ordinance to ensure consistency between all these documents. Pursuant to Government Code section 65583(c)(1), these actions will be accomplished within three years of the City's adoption of the draft Housing Element Update. As required by Government Code Section 65583(c)(8), the draft Housing Element Update provides a timeline for processing any amendment to the General Plan, Zoning Ordinance, and any other land use document that implements the draft Housing Element Update.

Lead agencies are also required to consider the guidelines adopted by the Department of Housing and Community Development (HCD) in the preparation of the Housing Element (§65585). Periodic review of the Element is required to evaluate (1) the appropriateness of its goals, objectives and policies in contributing to the attainment of the state housing goals, (2) its effectiveness in attaining the City's housing goals and objectives and (3) the progress of its implementation (§65588).

Regional Housing Needs Allocation Process

State Housing Element law requires local jurisdictions to update their Housing Elements at least once every eight years in response to the eight-year Regional Housing Needs Allocation (RHNA) Process. The RHNA process defines each local jurisdiction's share (RHNA) of the region's projected housing needs, by income category, for the planning period. State law mandates that jurisdictions provide sufficient land to accommodate a variety of housing opportunities for all economic segments of the community. Compliance with this requirement is measured by the jurisdiction's ability to identify adequate sites to accommodate the RHNA. The Southern California Association of Governments (SCAG), as the regional planning agency, is responsible for allocating the RHNA to individual jurisdictions within the region. Montebello's 5th Cycle Housing Element covered the 2016-2021 planning period. Montebello's 6th Cycle Housing Element (the proposed project) covers the 2021-2029 planning period.

The City of Montebello's 6th Cycle RHNA is 5,186 units, broken down by income category as follows:

- Very Low Income (<50% of AMI): 1,314 units
- Low Income (50 to 80 percent of AMI): 707 units
- Moderate Income (80 to 120 percent of AMI): 777 units
- Above Moderate Income (>120% of AMI): 2,388 units

While the Cycle 6 Housing Element covers a planning period of October 15, 2021 through October 15, 2029, the RHNA period for this Housing Element begins June 30, 2021 and runs through October 15, 2029. Housing units constructed or permitted prior to July 1, 2021 are therefore not included when identifying adequate sites to accommodate the City's RHNA for this Housing Element cycle.

Residential Land Inventory

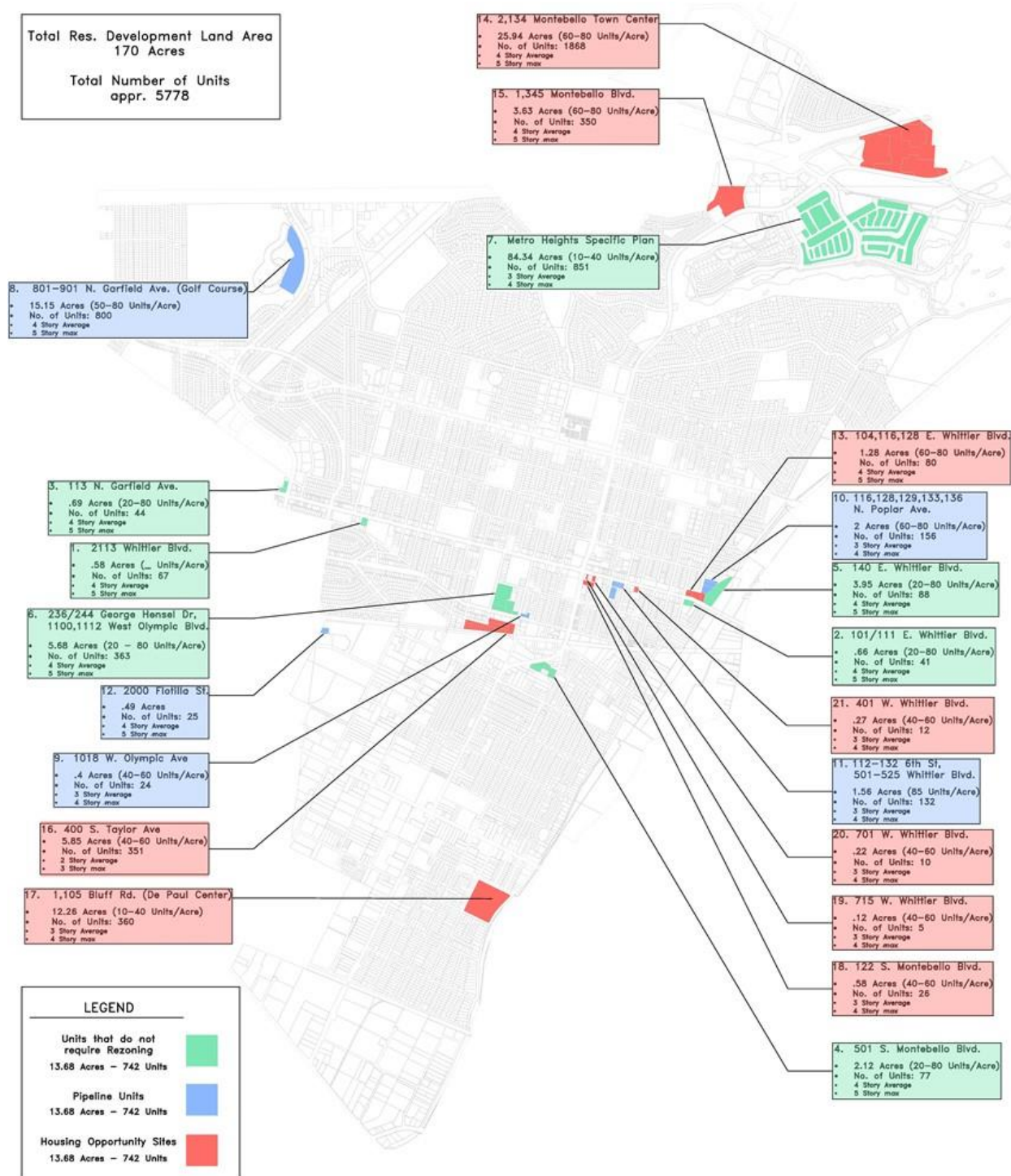
Section 65583(a)(3) of the *Government Code* requires Housing Elements to contain an “inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.” The 2021-2029 Housing Element contains an analysis of land that is available for the development of housing within the Cycle 6 planning period including sites that do not require rezoning, pipeline units, housing opportunity sites, and Accessory Dwelling Units (ADU’s). The results of this analysis are summarized in Table 1 below, which is adapted from Table 8.1 of the 2021-2029 Housing Element. Table 1 shows that the City’s residential land inventory exceeds its total Cycle 6 RHNA and exceeds its Cycle 6 RHNA in all income categories.

Table 1 2021-2029 Residential Land Inventory by Development Type

Site Type	Income Category			
	VL/L	Mod	Above	Total
Sites that Do Not Require Rezoning	0	56	1,467	1,523
Pipeline Units	319	286	532	1,243
Housing Opportunity Sites	1,712	518	832	3,062
Accessory Dwelling Units	0	0	56	56
Total Potential Housing Units	2,031	860	2,887	5,778
RHNA	2,021	777	2,388	5,186
Source: City of Montebello Housing Element Update 2021-2029, 2021				

The location of the sites included in the Residential Sites Inventory is shown in Figure 2.

Figure 2 Residential Sites Inventory Map



Source: City of Montebello Housing Element Draft 2021-2029, 2021

Goals, Policies, Programs, and Objectives

State law requires that the Housing Element include a statement of goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. The City's 6th Cycle Housing Element includes the following goals, policies, objectives, and programs.

Goals

- Goal 1:** Conservation and Preservation of existing supply
- Goal 2:** Increase housing production to improve affordability for the City's current and future residents.
- Goal 3:** Increase housing choices for the City's diverse cultures, lifestyles, abilities, family structures, and income levels.

Policies

- Policy 1.1:** The City shall strive to ensure safe, sanitary, and decent housing for all segments of the community.
- Policy 1.2:** The City will continue to provide proactive code enforcement activities to maintain and improve the quality of housing and neighborhoods and encourage the rehabilitation of substandard residential properties by homeowners and landlords.
- Policy 1.3:** The City shall strive make every effort to continue to provide assistance for rehabilitation of existing structures, and will advertise the availability of housing rehabilitation assistance.
- Policy 1.4:** The City shall continue to conserve existing affordable housing for lower income renters through continuation of rent subsidies, encouraging landowners to extend Section 8 contracts, and encouraging the use of rehabilitation programs.
- Policy 1.5:** Stabilize rent levels and provide protection from unwarranted evictions to prevent displacement and ensure existing residents enjoy access to improved amenities and services.
- Policy 2.1:** The City shall increase zoning capacity to allow more housing to be built.
- Policy 2.2:** The City shall avoid over concentration of investment (and possible gentrification) by spreading the increased zoning capacity throughout the City.
- Policy 2.3:** The City shall encourage more attainable housing to be built where it will best support the City's other social, economic, and environmental priorities.
- Policy 2.4:** The City shall increase housing supply and reduce displacement by permitting housing in commercial zones.
- Policy 2.5:** The City shall develop objective design standards and make development approvals for complying projects by right.
- Policy 2.6:** The City shall streamline entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.

- Policy 3.1:** Through Inclusionary Housing requirements and Density Bonus incentive, the City will facilitate development of affordable housing within high resources areas.
- Policy 3.2:** Through General Plan update, development of Downtown Montebello Specific Plan, and Parks Master Plan, the City will expand transit, parks and open spaces, public facilities, and jobs to underserved areas of the City so existing and new housing units in these areas will also have access to higher degree of resources.
- Policy 3.3:** The City will promote greater awareness of tenant and landlord rights and obligations, educate residents about homeownership, and promote economic mobility.
- Policy 3.4:** The City will avoid displacement of low-income households and where necessary, ensure that it is carried out in an equitable manner.
- Policy 3.5:** The City shall oppose any discrimination in the sale or rental of housing based on race, religion, color, ancestry, national origin, age, sex, sexual orientation, family type, handicap, or presence of minor children.

Programs

Program 1: Code Enforcement

Code enforcement is essential to ensuring housing conservation and rehabilitation. The Code Compliance Division enforces building and property maintenance regulations with a goal of compliance and safety.

Code Compliance officers respond to complaints to identify violations, and then direct owners to appropriate City departments to achieve compliance. The City has long maintained an aggressive code enforcement program (CEP) to preserve and protect existing neighborhoods, and to avoid deterioration caused by neglect, graffiti, and deferred maintenance. The Code Enforcement Division has a staff of 4 field officers and one manager who carry an average of 88 open cases per month. They close/resolve approximately 57 cases per month. Typical cases related to residential properties were on: substandard housing, property maintenance, weed abatement, and zoning violations. Subject to staff and resource availability, in the next four years the City will explore the feasibility of establishing a proactive Rental Housing Inspection program that focuses on physical/structural conditions. By 2025, the existing Code Enforcement program will be evaluated for its effectiveness and impact on neighborhood conditions to determine if the program needs to be adjusted or continued.

Responsible Agency: Code Enforcement Division

Timeframe: Ongoing

Funding source: General fund

Program Objective: To continue to implement the code enforcement program to bring substandard housing units into compliance with City building and zoning codes

Program 2: Home Rehabilitation and Preservation Program (HRPP)

The City offers deferred loans to lower income households to address health and safety issues, code violations, overcrowding, accessibility, and maintenance and repairs. The City of Montebello offer loans of up to \$50,000 to eligible Montebello homeowners to rehabilitate their home.

The City's Home Rehabilitation and Preservation Program (HRPP) is designed to improve the existing housing stock. The City will continue to provide funding for the Home Rehabilitation and Preservation Program (HRPP). to improve the City's housing stock in need of rehabilitation, to provide safe, decent, and sanitary housing for lower income families.

Information on this program will be posted on the City's website and places of public interest like the Public Library and Senior Center. Information outlining the benefits of the HRPP program will also be included in the City's newsletter.

Responsible Agency: Housing Division
Timeframe: Ongoing
Funding source: HOME, CDBG, Permanent Local Housing Allocation (PLHA)
Program objective: To preserve and conserve the City's affordable housing stock; facilitate rehabilitation of five housing units annually or 40 units during the planning period

Program 3: Preservation of At-Risk Housing

The City is committed to guarding against the loss of housing units reserved for lower income households. Three assisted projects in the City of Montebello, the Beverly Towers, Casa La Merced, and Montebello Downtown Plaza have expiring affordability contracts and are at risk of converting to market rate during the 6th Housing Cycle (2021-2029). The projects are owned and operated by a nonprofit organization, therefore are at low risk of converting to market rate.

The City will:

- Maintain and annually update the inventory of "at-risk" projects through the use of existing databases;
- Monitor the status of affordable projects, rental projects, and mobile homes in Montebello. Should the property owners indicate the desire to convert properties technical assistance will be provided. When possible, financial assistance could be provided to ensure long-term affordability; and
- Work with owners, tenants, and nonprofit organizations to assist in the nonprofit acquisition of at-risk projects to ensure the long-term affordability of the development. Annually contact property owners, gauge interest, and identify nonprofit partners and pursue funding-and-preservation strategies on a project basis.

The City will annually identify funding sources for at-risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis. If conversion of units is likely, the City will work with local service providers as appropriate to seek

funding to subsidize the at-risk units in a way that mirrors the HUD Housing Choice Voucher (Section 8) program.

Responsible Agency: Housing Division
Timeframe: Ongoing
Funding source: General fund
Program objective: To annually monitor the status of the 372 affordable housing units that are at risk of converting to market-rate during the 2021-2029 Housing Element planning period and if any become at risk, work with property owners to develop a strategy to maintain any at-risk as affordable

Program 4: Section 8 Rental Subsidies

Under the project-based Section 8 program, subsidies are distributed to apartments that house very-low income households. The County of Los Angeles Housing Authority distributes tenant-based Section 8 Housing vouchers to renters who wish to apply the voucher to landowners who accept such vouchers. Montebello participates in the Section 8 program by advertising the program and referring potential recipients to appropriate authorities.

The City will continue to encourage local landlords to accept rental vouchers. Information can be included in the City's newsletter outlining the benefits of the Housing Choice Voucher program.

Responsible Agencies: County of Los Angeles Housing Authority; Housing Division
Timeframe: Ongoing
Funding source: Los Angeles County
Program objective: To support the County's efforts to maintain the current level of Section 8 rental assistance, and direct eligible households to the program; to provide information and referrals to landlords regarding participation in the Section 8 Rental Assistance Program; and to advertise Section 8 rental assistance programs at community centers, City Hall, the City website, and at other public locations

Program 5: Homeless Prevention

Developing strategic preventive measures that aim in reducing the risk of homelessness, by addressing the elements that contribute to this risk and by establishing protective factors that contribute to reducing social and health inequities. Providing a series of timely interventions to reduce the likelihood that someone will experience homelessness. For those who have experienced homelessness, identifying the necessary resources that will contribute in developing stable housing options, enhancing safety, and social inclusion, reducing health disparities and decreasing the risk of the recurrence of experiencing homelessness.

The City will:

- Collaborate and build partnerships with community agencies to develop a shared universal data system and triage toolkit that will track clients and services provided, evaluate eligibility and identify housing barriers in order to prioritize referral to specialized support resources.
- Continue to support and engage with community-based organizations (CBOs), social services agencies and faith-based providers that provide services to the

those experiencing homelessness, persons at risk of becoming homeless and non-homeless persons with special needs;

- Continue to support efforts by local nonprofits to expand the transitional and temporary housing units (Operation Safe Stay) with support services within the City;
- Continue to develop, implement and update the City's Plan to Prevent and Combat Homelessness.
- Develop appropriate cultural and inclusive housing strategies that target communities at higher risk of entering homelessness, such as outreach programs, landlord incentives, veterans, seniors, youth and Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, Asexual and Two-Spirit (LGBTQIA2S+).
- Develop mechanism to increase funding and sustainability through grant funding that address homeless prevention, such as interim housing, transitional housing, and other supportive services (rental arrears, utility payments, or security deposits for rental housing);
- Create homelessness prevention toolkit with overview of resources for legal services, tenant-landlord issues, benefits, and workforce development, etc.
- Engage local businesses and business groups about hiring homeless and formerly homeless individuals, providing job training, or becoming an employment site program.
- Adopt an Economic Empowerment Ordinance to encourage local hiring of homeless and formerly homeless individuals in City-supported contracts.

Homeless service providers that the City partners with include:

- People Assisting the Homeless (PATH)
- Jovenes, Inc
- Whole Child Services
- Los Angeles County Department of Health Services (DHS)
- Los Angeles County Department of Mental Health (DMH)
- Los Angeles Housing and Services Authority (LAHSA)

Responsible Agency:	Housing Division and Fire Department
Timeframe:	Ongoing. The Economic Empowerment Ordinance will be adopted within 2 years of the adoption of the Housing Element.
Funding source:	San Gabriel Valley Council of Governments, CDBG and HOME
Program objective:	To avoid or exit homelessness quickly by either retaining their housing or using other housing strategies to ensure people move into permanent

and stable accommodations that are affordable, safe, and appropriate with the support they need to thrive

Program 6: Adequate Sites to Accommodate the RHNA

To address the 2021–2029 RHNA, the City shall amend the General Plan and the Zoning Code to allow residential uses on identified sites together with objective design standards that promote contextual development. The City has a Regional Housing Needs Allocation (RHNA) of 5,186 units, including 1,314 very low income, 707 low income, 777 moderate income, and 2,388 above moderate income units for the 2021–2029 RHNA planning period. The City is committed to ensuring adequate capacity in its residential land inventory to meet its RHNA.

Total of 21 sites and citywide ADUs are projected to accommodate 5,778 units. This includes residential zoned sites that were included in the 5th cycle, pipeline units, opportunity sites, and 56 ADUs. A total of 1,523 units are proposed on sites zoned appropriately. A total of 3,062 units proposed on opportunity sites and 312 pipeline units are currently not zoned for residential uses and could be eligible for by-right development review provision pursuant to Government Code section 65863.2, subdivisions (h) and (i). Two pipeline unit projects for total of 825 units are on City owned parcels and are exempt from zoning process.

City Staff will encourage the development of affordable housing for large units by supporting developers that are submitting family projects for 9% Low Income Housing Tax Credits, which require that at least 25 percent of the units have at least three bedrooms.

The City will develop a monitoring procedure to ensure adequate capacity remains to accommodate the City’s remaining RHNA for all income groups, as sites are being developed. The City will also conduct a mid-term review of the effectiveness of the new land use policies and objective standards to ensure the City is on track with its housing production goals

Responsible Agency:	Planning Division, Housing Division
Timeframe:	Rezoning will be completed within one year of adoption of the Housing Element.
Funding source:	Local Early Action Planning (LEAP) Grant funds, General Fund
Program objective:	Provide adequate residential sites and opportunities for affordable housing commensurate with the City’s RHNA

Program 7: Accessory Dwelling Units (ADUs)

ADUs provide an effective means of addressing the needs of moderate- and lower-income households, including seniors on fixed incomes. The City will continue to promote ADUs in accordance with the State laws, provide handouts and/or informational displays at the Planning and Community Development Department counter, on the City’s website, and other appropriate locations detailing the requirements and the process for obtaining approval.

The Housing Division will create incentives by offering homeowners comprehensive assistance for available funding, designing, permitting, and constructing a new affordable rental unit on their property. To eliminate the life-safety risks associated with

an existing unpermitted ADU or illegal garage conversion, financial assistance will also be extended to rehabilitate and bring up to code existing accessory units. The homeowners would pay off the construction loan with the rental income that is subsidized by the Section 8 program.

Responsible Agency: Planning and Community Development Department
Timeframe: Ongoing. By 2025, the City will identify and begin implementing the incentives to promote ADUs being built for lower- and moderate-income households.
Funding source: HUD
Program objective: To provide a variety of housing options for lower- and moderate-income households, with the goal of approving at least 7 ADUs per year, for a total of 56 ADUs during the 2021-2029 Planning Period

Program 8: Implement Inclusionary Zoning and Density Bonuses

The City will adopt an Inclusionary Zoning Ordinance that requires all new development to provide some percentage of affordable housing on-site, occasionally allowing for an in-lieu fee to fund off-site affordable housing instead.

The City will adopt a Density Bonus Ordinance that permits a developer to increase the maximum allowable development on a site in exchange for either funds for off-site affordable housing or in-kind support for production of additional low-income housing units.

Responsible Agency: Planning Division
Timeframe: Revise the Zoning Ordinance within two years of adoption of the Housing Element.
Funding source: General Fund
Program objective: To require and encourage development of affordable housing Citywide

Program 9: Zoning Ordinance Amendments

To facilitate shelter development and housing for persons with disabilities (AB 101, AB 139, AB 2162), and to comply with the Employee Housing Act (Health and Safety Code Section 17021.5), the City will review and revise the zoning ordinance, as appropriate, to ensure compliance with State law:

Low Barrier Navigation Centers (AB 101): AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses and nonresidential zones permitting multifamily uses if it meets specified requirements. A “Low Barrier Navigation Center” is defined as “a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.” Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for resident’s possessions.

Emergency and Transitional Housing (AB 139): Local governments may include parking requirements for emergency shelters specifying that adequate parking must be provided for shelter staff, but overall parking requirements for shelters may not exceed the requirements for residential and commercial uses in the same zone. The City’s

Zoning Ordinance does not include specific parking requirements for emergency shelters. Therefore, an amendment is not necessary but may be considered to ensure consistent implementation.

Supportive Housing (AB 2162): Requires cities to allow supportive housing by right in zones where multi-family and mixed uses are allowed. Transitional and supportive housing are permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone {Government Code Section 65583(a)(5)}.

Employee Housing Act (Health and Safety Code Section 17021.5): Requires cities to consider farmworker housing with up to 36 beds or 12 units an agricultural use and be similarly permitted. Furthermore, it requires the cities to consider employee housing for six or fewer employees as a single family residential use.

Smaller Units: The City will amend the zoning ordinance to allow smaller homes such as Single-Room Occupancy (SROs) and Tiny Homes.

Responsible Agency:	Planning and Community Development Department
Timeframe:	Revise the Zoning Ordinance within two years of adoption of the Housing Element
Funding source:	CDBG, General Fund, and Local Early Action Planning (LEAP) Grant Funding
Program objective:	Bring the City's Zoning Ordinance into compliance with AB 101, AB 139, AB 2162, and the Employee Housing Act and to increase the range of housing types in the City

Program 10: Montebello Community Assistance Program

The Montebello Community Assistance Program (MCAP) is a first responder and behavioral paramedicine model approach launched by the City of Montebello Fire Department. The program establishes collaborations with various community-based organizations, local healthcare providers, and work with surrounding cities.

Working in a field-based outreach and services model, MCAP is staffed by a Firefighter/Paramedic, Social Worker/EMT, Field-Based Case Manager, and Housing Navigator. This team works in partnership with people experiencing homelessness to address complex medical conditions, mental health, and/or substance abuse disorders. The MCAP team determines the evidence-based treatments and impactful system navigation services through the data collection and evaluation. MCAP also provides intensive care management services, behavioral health support, assists with linkages to housing needs, and raises awareness among local leaders and community residents to decrease social stigma as it relates to behavioral issues and homelessness. MCAP connects clients with the following services in the community:

- Food/Shower Assistance
- Substance Use Disorder Assistance
- Medical Assistance
- Mental Health Assistance
- Dental Assistance

- Linkages to Housing Services (Interim and Long-Term Housing)
- Social Service Assistance

Responsible Agency: Fire Department
Timeframe: Ongoing
Funding source: Gateway Cities Council of Governments and CDBG
Program objective: To use the 911 dispatch/mobile crisis response team to support individuals with the proper resources to address chronic homelessness

Program 11: Objective Design Standards, Approvals By-right and Administrative Approvals

Discretionary approval processes are time-consuming, unpredictable, and can lead to denial of housing development that meets all standards. The City shall adopt clear, precise, and objective standards (SB 330) based on community vision and streamline the approval process for projects that conform to those rules.

Pursuant to AB 1397, RHNA sites that require rezoning to accommodate the lower-income RHNA shortfall are subject to by-right approval if the project includes 20% affordable units. To facilitate consistent application of this incentive, the City will extend an administrative approval (Director's Approval) process to all projects that include 20% lower income units, comply with objective design standards, and engage a town architect to facilitate a spatial and contextual review of the project.

Responsible Agency: Planning Division
Timeframe: Adopt objective design standards within two years of adoption of the Housing Element.
Funding source: General Fund and Local Early Action Planning (LEAP) Grant Funding
Program objective: To make the entitlement process more predictable and less expensive

Program 12: Streamline Development Review Process

Regulatory relief that streamlines and increases the predictability of permitting and regulatory review processes can lower development costs and stimulate new construction. The City will map all of its discretionary review and approval processes and eliminate steps in the development review process for affordable housing projects that add no value or marginal value to the process or outcome. For affordable housing projects involving more than 4 units, a town architect will be brought in to assist in the review and explore win-win solutions to facilitate a spatial and contextual review with a smoother process and superior outcomes.

Responsible Agency: Planning Division
Timeframe: Ongoing
Funding source: General fund, Developer Fee for Town Architect Services
Program objective: Streamline affordable housing projects

Program 13: Energy Conservation

The City will continue to post and distribute information on currently available weatherization and energy conservation programs to residents and property owners through annual mailings in City utility billings, distribution of program information to community organizations and at municipal offices, and the City's website. The City will

continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and will encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access.

The City will provide incentives to promote walkable urban housing along transit corridors, encourage passive or active energy saving features such as solar panels, efficient appliances, efficient building materials in new construction and remodels, promote energy audits and participation in utility conservation programs, and facilitate energy conserving retrofits.

Responsible Agency: Building and Safety Division and Planning Division
Timeframe: Ongoing
Funding source: General Fund, Strategic Growth Council Affordable Housing and Sustainable Communities Program Grant (Cap and Trade)
Program objective: Increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units, and comply with state energy conservation requirements

Program 14: Affirmatively Furthering Fair Housing

To discourage discriminatory housing practices, the City will contract with the Housing Rights Center. Services include housing discrimination response, landlord-tenant relations, and housing information counseling. The City will continue to use the Housing Rights Center for referral assistance and education programs. As part of this program, the City will place brochures and flyers prepared by the Housing Rights Center Council at a kiosk in the City Hall lobby, the Planning and Community Development Department lobby, and at the local library in the City. The outreach literature is available in English and Spanish language. In addition, the City will continue to maintain fair housing referral information on its public website. During the planning period, the California Housing Rights Center will hold Landlord Workshops and include discussions on the prohibited discriminatory practices pertaining to service and companion animals, reasonable accommodations, and reasonable modifications.

Specific actions to remedy impediments to Fair Housing include the following:

- j) The City will continue to retain the Housing Rights Center to process housing discrimination complaints.
- k) The City's website will post background information on fair housing and how to contact the Housing Rights Center.
- l) Educational and outreach materials will be disseminated to residents, local real estate agents, and the on-site apartment managers of the larger apartment communities.
- m) The City will amend its agreement with the Housing Rights Center to include a periodic review of newspaper and online advertising. When discriminatory advertising is found, the Housing Rights Center will then contact the on-site manager of the apartment community placing the ad.
- n) The City will amend its agreement with the Housing Rights Center to include coordinating with local newspapers to include a statement that disabled people have a right to request a reasonable accommodation for a service or companion animal.

Responsible Agency:	Housing Division; Southern California Housing Rights Center
Timeframe:	Ongoing
Funding source:	CDBG
Program objective:	To discourage discriminatory housing practices in the City of Montebello

Program 15: Reasonable Accommodation Program

Under this program, the City will adopt a Reasonable Accommodation Ordinance to provide exception in zoning and land-use regulations for housing and/or improvements for persons with disabilities. Currently, the City's Zoning Ordinance contains no such provisions. The procedures related to the program's implementation will be ministerial in nature with minimal or no processing fee. Improvements may be approved by the Planning and Community Development Director subject to the following findings:

- The request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws;
- The requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws;
- The requested accommodation would not impose an undue financial or administrative burden on the City; and
- The requested accommodation would not require a fundamental alteration in the nature of the City's General Plan and Zoning Ordinance.

Responsible Agency:	Planning Division and Building and Safety Division
Timeframe:	Adopt the Reasonable Accommodation Ordinance within two years of adoption of the Housing Element
Funding source:	General Fund
Program objective:	To provide streamlined permitting process for making homes more accessible to persons with disabilities.

Quantified Objectives

The City's quantified objectives for new construction, rehabilitation and conservation are presented in Table 8.1 of the Housing Element, and in Table 2 below. The quantified objectives for new construction exceed the City's Cycle 6 RHNA allocation. The objectives for rehabilitation assistance are an estimate based on historical trends of such City assistance and an estimate of what the City can reasonably achieve during the 2021-2029 Cycle 6 Housing Element period.

Table 2 Quantified Objectives, City of Montebello 2021-2029 Housing Element

	Income Category				Totals
	V. Low	Low	Mod	Above Moderate	
2021-2029 RHNA Allocation	1,311	705	775	2,383	5,174
Sites That Do Not Require Rezoning	--	--	56	1,467	1,523
Pipeline Units	216	103	286	532	1,137
Housing Opportunity Units	1,101	611	518	832	3,062
Accessory Dwelling Units	--	--	--	56	56
Rehabilitation	--	20	20	--	40
Housing Assistance Vouchers	726	--	--	--	726
Stability from Displacement	372	--	--	--	372
Source: City of Montebello Housing Element Update 2021-2029, 2021					

9. Surrounding Land Uses and Setting

The proposed project would be carried out city-wide. The project area is therefore the entire city of Montebello, which consists of a total land area of 8.25 square miles. The city is located at the southwestern portion of the San Gabriel Valley, in Los Angeles County. According to the California Department of Finance (2021), the City of Montebello has an estimated population of 63,264 (CDOF, May 2021). As shown in Figure 1, Montebello is situated approximately 7 miles southeast of Downtown Los Angeles. Montebello is bordered by Monterey Park and Rosemead to the north; the City of Commerce and unincorporated portions of Los Angeles County on the west; the Whittier Narrows Recreation area on the east; the City of Commerce on the southwest; and the City of Pico Rivera on the southeast. There are two freeways and highways that provide direct regional access to the project area: State Route-60 (SR-60) to the north, and Interstate 5 (I-5) to the south.

The City of Montebello has a Mediterranean climate and its proximity to the ocean helps to produce moderate temperatures year-round. Marine breezes allow for cloudy early mornings, clearing away in the afternoon. Average daytime summer temperatures in the area are usually found within the 70s (Fahrenheit). Characteristic of Montebello's moderate Mediterranean climate, the wet winter temperatures are in the high 50s. Annual average rainfall in Montebello is about 17 inches (Safety Element 2016).

10. Other Public Agencies Whose Approval is Required

The Housing Element has been submitted to HCD for review and comment. The City will seek certification of the Housing Element from HCD.

11. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1?

No California Native American tribes traditionally or culturally affiliated with the project area have requested consultation pursuant to Public Resources Code Section 21080.3.1 to date, but City staff will reach out to representatives of tribal organizations traditionally and culturally affiliated with the project area during circulation of this IS-ND.

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Environmental Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one impact that is “Potentially Significant” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology and Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology and Water Quality | ☐ Land Use and Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population and Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

Determination

Based on this initial evaluation:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “less than significant with mitigation incorporated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

City of Montebello
Housing Element

- ☒ I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature of Lead Agency Representative

Monica Mercado-Rodriguez

Printed Name

12/21/2021

Date

Associate Planner

Title

Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista that is visible from a City scenic corridor?	☐	☐	☐	☒
b. Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. Conflict with applicable General Plan policies or zoning regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

The Housing Element Update would apply to the entire geographic area located within the boundaries of the City of Montebello, which encompasses 8.25 square miles. The City of Montebello lies within the San Gabriel Valley and is landlocked, bordered by Monterey Park and Rosemead to the north; the City of Commerce and unincorporated portions of Los Angeles County on the west; the Whittier Narrows Recreation area on the east; the City of Commerce on the southwest; and the City of Pico Rivera on the southeast.

Scenic views generally refer to visual access to, or the visibility of, a particular natural or man-made visual resource from a given vantage point or corridor. Focal views focus on a particular object, scene, setting, or feature of visual interest. Panoramic views, or vistas, provide visual access to a large geographic area, for which the field of view can be wide and extend into the distance. Panoramic views are usually associated with vantage points looking out over urban or natural areas that provide a geographic orientation and view not commonly available. Examples of panoramic views might include an urban skyline, a valley, a mountain range, the ocean, or other water bodies. Montebello's Conservation Element addresses the importance of the Montebello Hills as a physical feature which encompass one third of the city. The hills are part of a discontinuous range which spans Los Angeles County and are used for oil extraction. The most notable body of water is the Rio Hondo River that runs north to south through the eastern portion of the city. The Rio Hondo runs in a concrete flood control channel south of the Whittier Narrows Dam but in a more natural channel in the Bosque Del Rio Hondo north of the dam.

- a. *Would the project have a substantial adverse effect on a scenic vista that is visible from a City scenic corridor?*
- b. *Would the project substantially alter or damage a scenic resource that is visible from a City scenic corridor?*
- c. *Would the project conflict with applicable General Plan policies or zoning regulations governing scenic quality?*
- d. *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. To help achieve this, the 2021-2029 Housing Element Update proposes rezoned sites; however, these rezonings would increase housing density in areas that are already urbanized. In addition, any site-specific and project-specific impacts of future projects on land inventory sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. Any construction related and localized impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal.

The 2021-2029 Housing Element Update would facilitate housing, including affordable housing, in areas where housing of similar height and density could already occur in accordance with existing land use regulations. Therefore, the proposed project would not substantially affect scenic vistas or scenic resources or create new substantial sources of light or glare in these areas. As discussed in Section 11, *Land Use and Planning* and Section 14, *Population and Housing*, the project is also fully consistent with the City's General Plan. All applicable City policies and review processes related to aesthetics would continue to apply to future development carried out after adoption of the proposed project. Therefore, the 2021-2029 Housing Element Update would not have a substantial adverse effect on scenic vistas, scenic resources, or visual character or quality, nor would it create a new source of substantial light or glare that would adversely affect daytime or nighttime views, and there would be no impact.

NO IMPACT

2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

a. *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

b. *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

The 2017 Housing Element Update Environmental Checklist Form determined that the 2017 Housing Element Update would have no impact on agriculture and forestry resources because there are no agricultural or forest lands in the Plan Area or adjacent to the Plan Area (City of Montebello 2017). Montebello is in a developed, urban area, and as such are classified as urban land. The 2021 Housing Element update covers the same Plan Area (the City of Montebello), which is a developed and urban area, and none of the land inventory sites include agricultural or forest lands.

While most land within Montebello's city limits is urbanized and therefore not used for agriculture or under Williamson Act contract, there is one area designates as "Unique Farmland" by the California Department of Conservation, or CDOC (CDOC, 2021). However, this area is not included in the land inventory for the 2021 Housing Element Update and would therefore not be affected by the proposed project. Also, this area has been designated as a "Park, Recreation, Open Space" area by the City. According to the 2016-2021 Housing Element Update, there are no forest lands or timberlands in the city.

Additionally, the Housing Element Update, in and of itself, does not propose specific projects but sets forth goals and policies that promulgate new housing development in Montebello consistent with the current RHNA cycle. Because it is a policy document and there is no land under Williamson Act contract in the city, the Housing Element Update would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), or conflict with existing zoning. For all the reasons discussed above, no impact would occur.

NO IMPACT

- c. *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

- d. *Result in the loss of forest land or conversion of forest land to non-forest use?*

“Forest land” is defined in PRC Section 12220(g) pursuant to the California Forest Legacy Program Act of 2007 as land that can support 10 percent or more native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.

There is no land in the City of Montebello designated as forest land, or timberland zoned as Timberland Production. Therefore, the Housing Element Update would not conflict with existing zoning for, or cause rezoning of, forest land, or timberland zoned Timberland Production, and no impact would occur.

NO IMPACT

- e. *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

There is no land in the City of Montebello designated as forest land, or timberland zoned as Timberland Production. Additionally, is there is no land designated as Farmland (DOC 2018). The Housing Element Update, in and of itself, does not propose specific projects but sets forth goals and policies that promulgate new housing development in Montebello consistent with the current RHNA cycle. Because it is a policy document the Housing Element Update would not result in other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use, and no impact would occur.

NO IMPACT

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3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Air quality is affected by stationary sources (e.g., industrial uses and oil and gas operations) and mobile sources (e.g., motor vehicles). Air quality at a given location is a function of several factors, including the quantity and type of pollutants emitted locally and regionally, and the dispersion rates of pollutants in the region. Primary factors affecting pollutant dispersion are wind speed and direction, atmospheric stability, temperature, the presence or absence of inversions, and topography. The project area has moderate variability in temperatures, tempered by coastal processes.

The City of Montebello is in the South Coast Air Basin (Basin). The Basin is bordered on the west by the Pacific Ocean, and on the north and east by the San Gabriel, San Bernardino, and San Jacinto mountains. Air quality in the Basin is influenced by a wide range of emission sources, such as dense population centers, heavy vehicular traffic, industry, and weather. The Basin is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is responsible for development of the regional Air Quality Management Plan (AQMP), which is a comprehensive program for compliance with all federal and State air quality planning requirements including CAAQS and NAAQS (described below). The most recently adopted AQMP is the 2016 AQMP (SCAQMD 2017).

The federal and State Clean Air Acts (CAA) mandate the control and reduction of certain air pollutants. Under these laws, the U.S. Environmental Protection Agency (USEPA) and the California Air Resources Board (CARB) have established the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS) for “criteria pollutants” and other pollutants. Some pollutants are emitted directly from a source (e.g., vehicle tailpipe, an exhaust stack of a factory, etc.) into the atmosphere, including carbon monoxide, volatile organic

compounds (VOC)/reactive organic gases (ROG), nitrogen oxides (NO_x), particulate matter with diameters of ten microns or less (PM₁₀) and 2.5 microns or less (PM_{2.5}), sulfur dioxide, and lead. Other pollutants are created indirectly through chemical reactions in the atmosphere, such as ozone, which is created by atmospheric chemical and photochemical reactions primarily between VOC and NO_x. Secondary pollutants include oxidants, ozone, and sulfate and nitrate particulates (smog).

Depending on whether the standards are met or exceeded, the Basin is classified as being in “attainment” or “nonattainment.” Under State law, air districts are required to prepare a plan for air quality improvement for pollutants for which the district is in non-compliance. The SCAQMD is in non-attainment for the federal standards for ozone and PM_{2.5} and the State standards for ozone, PM₁₀, and PM_{2.5} (SCAQMD 2016). The Basin is designated unclassifiable or in attainment for all other federal and State standards. The CEQA Guidelines (Section 15064.7) provide that, when available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make determinations of significance. These thresholds are designed such that a project that would not exceed the adopted thresholds would not have an individually or cumulatively significant impact on the Basin’s air quality. This analysis conforms to the methodologies recommended in the SCAQMD’s *CEQA Air Quality Handbook* (1993) and supplemental guidance provided by the SCAQMD, including recommended thresholds for emissions associated with both construction and operation of the project (SCAQMD 2017).

Table 3 presents the significance thresholds for construction and operational-related criteria air pollutant and precursor emissions for individual projects. These represent the levels at which a project’s individual emissions of criteria air pollutants or precursors would result in a cumulatively considerable contribution to the Basin’s existing air quality conditions.

Table 3 SCAQMD Thresholds of Significance

Construction Thresholds	Operational Thresholds
75 pounds per day of ROG	55 pounds per day of ROG
100 pounds per day of NO _x	55 pounds per day of NO _x
550 pounds per day of CO	550 pounds per day of CO
150 pounds per day of SO _x	150 pounds per day of SO _x
150 pounds per day of PM ₁₀	150 pounds per day of PM ₁₀
55 pounds per day of PM _{2.5}	55 pounds per day of PM _{2.5}
Notes: ROG = reactive organic gases; NO _x = nitrogen oxides; CO = carbon monoxide; SO _x = sulfur oxides	
Source: SCAQMD 2015	

- a. *Would the project conflict with or obstruct implementation of the applicable air quality plan?*
- b. *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*
- c. *Would the project expose sensitive receptors to substantial pollutant concentrations?*

A project may be inconsistent with the AQMP if it would generate population, housing, or employment growth exceeding forecasts used in the development of the AQMP. The 2016 AQMP, the most recent AQMP adopted by the SCAQMD, incorporates local general plans and the Southern California Association of Governments (SCAG) 2016-2040 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) socioeconomic forecast projections of regional population, housing, and employment growth. The Housing Element Update would bring the forecasts for the City's General Plan and the AQMP into consistency because the new population forecast based on the Housing Element Update will be incorporated into SCAQMD's 2022 AQMP.

The Housing Element Update, in and of itself, does not propose specific projects but sets forth goals and policies that promulgate new housing development in Montebello consistent with the current RHNA cycle.

However, future housing construction activities such as the operation of construction vehicles and equipment over unpaved areas, grading, trenching, and disturbance of stockpiled soils have the potential to generate fugitive dust (PM₁₀) through the exposure of soil to wind erosion and dust entrainment. In addition, exhaust emissions associated with heavy construction equipment would potentially degrade air quality. However, new development accommodated under the Housing Element Update would be subject to compliance with applicable SCAQMD rules, including Rule 401 (Visible Emissions), Rule 402 (Nuisance), Rule 403 (Fugitive Dust), and Rule 1113 (Architectural Coatings) to reduce emissions, dust, and volatile organic compounds during project construction.

Long-term emissions associated with operational impacts of future housing would include emissions from vehicle trips, natural gas and electricity use, landscape maintenance equipment, and consumer products and architectural coating associated with development within the city. Operational impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. The Housing Element Update would adhere to guidelines that protect sensitive receivers from air pollution. Operational impacts would be addressed by General Plan policies and other regulations and standards that govern air quality in Montebello.

Therefore, adoption of the Housing Element Update would not conflict with emissions forecasts in the AQMP, obstruct implementation of the AQMP, result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard, or expose sensitive receptors to substantial pollutant concentrations, and no impact would occur.

NO IMPACT

- d. *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

The occurrence and severity of potential odor impacts depends on several factors, including the nature, frequency, and intensity of the source; wind speeds and direction; and the sensitivity of the receiving location, each contribute to the intensity of the impact. Although offensive odors seldom

cause physical harm, they can be annoying and cause distress among the public and generate citizen complaints.

SCAQMD's *CEQA Air Quality Handbook* (1993) identifies land uses associated with odor complaints as agricultural uses, wastewater treatment plants, chemical and food processing plants, composting, refineries, landfills, dairies, and fiberglass molding. Residential uses are not identified as a major source of odors by SCAQMD. The Housing Element Update, in and of itself, does not propose specific projects but sets forth goals and policies that promulgate new housing development in Montebello consistent with the current RHNA cycle. Future projects accommodated under the Housing Element Update would be required to comply with local and State regulations, such as SCAQMD Rule 402, which regulates nuisance odors during project construction. Therefore, the Housing Element Update would not result in other emissions (such as those leading to odors), and no impact would occur.

NO IMPACT

4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Endangered Species

“Endangered” species are those considered in imminent danger of extinction due to their limited numbers. “Threatened” species refers to those likely to become endangered within the foreseeable future, primarily on a local scale. “Sensitive” species are those that are naturally rare or have been locally depleted or put at risk by human activities. Although the perpetuation of these species is not apparently significantly threatened, they are considered vulnerable and may be candidates for future listing. The City of Montebello’s Conservation Element does not identify sensitive species within the city. However, the SCAG DATA/Map Book from 2019 identifies a Known Sighting of Endangered Animal (specific) which the Critical Habitat for Threatened & Endangered Species [USFWS] has identified as the Coastal California Gnatcatcher. This small non-migratory bird is presumed extant within the northeastern portion of Montebello, also categorized on the Zoning Map as the Montebello Hills Specific Plan and Oil and Gas Production District.

Significant Ecological Areas (SEA) Program

Significant Ecological Areas (SEA) are officially designated areas within Los Angeles County with irreplaceable biological resources. The SEA Program objective is to conserve genetic and physical diversity within Los Angeles County by designating biological resource areas that are capable of sustaining themselves into the future. SEAs are defined as ecologically important land and water systems that are valuable as plant or animal communities, often important to the preservation of threatened or endangered species, and conservation of biological diversity in the County. The SEA overlay, along with the SEA conditional use permit process, are referred to as the SEA Program, which allows the County to implement its biotic resource goals through land use regulations and biological resource assessments. The SEA and Coastal Resources Map has designated one SEA within the City of Montebello: the Puente Hills SEA.

- a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- c. *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*
- d. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

The Housing Element Update, in and of itself, does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. The 2021-2029 Housing Element Update proposes rezoned sites; however, the rezonings would increase housing density in already urbanized areas, and any site-specific and project-specific impacts of future projects on those sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. Any construction related and

localized impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. The 2021-2029 Housing Element Update would facilitate housing, including affordable housing, in areas where housing could already occur in accordance with existing land use regulations. Therefore, the proposed project would not have any direct effects on endangered species. All applicable City policies and review processes related to biological resources would continue to apply to future development carried out after adoption of the project. Therefore, implementation of the project would have no impact on biological resources.

NO IMPACT

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5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of formal cemeteries	☐	☐	☐	☒

CEQA requires that a lead agency determine whether a project could have a significant effect on historical resources (PRC, Section 21084.1), unique archaeological resources (PRC Section 21083.2 [g]), and tribal cultural resources (PRC Section 21074 [a][1][A]-[B]). A historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources (CRHR) (Section 21084.1), a resource included in a local register of historical resources (Section 15064.5[a][2]), or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (Section 15064.5[a][3]).

Impacts to significant cultural resources that affect the characteristics of any resource that qualify it for the NRHP or adversely alter the significance of a resource listed in or eligible for listing in the CRHR are considered a significant effect on the environment. These impacts could result from physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be substantially impaired (CEQA Guidelines Section 15064.5 [b][1]). Material impairment is defined as demolition or alteration in an adverse manner [of] those characteristics of an historical resource that convey its historical significance and that justify its inclusion or eligibility for inclusion in the CRHR (CEQA Guidelines Section 15064.5[b][2][A]).

- a. *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?*
- b. *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?*

The City's Conservation Element, which was adopted in 1975, briefly outlines the history of the City of Montebello. Montebello's historical background dates back to when Franciscan friars founded the series of missions that run from San Diego to San Francisco and the trail known as "El Camino Real." Montebello maintains a portion of that trail now known as Whittier Boulevard (Conservation

Element 1975). Another historical monument can be found in the northeastern portion of the city, a house called Juan Matias Sanchez Adobe. The Juan Matias Sanchez Adobe is now a museum and community center that represents an important part of California's Mexican American history as well as the state's eventual independence and union to the United States. Taylor Ranch is also mentioned in the Conservation Element as one of the earliest ranches which still stands today (Conservation Element 1975). None of these historical monuments is on a property included in the Housing Element land inventory.

The Housing Element Update, in and of itself, does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. While the Housing Element Update proposes rezoning sites, the rezonings would increase housing density in already urbanized areas, and any site-specific and project-specific impacts of future projects on those sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. Any potential impacts to cultural resources would be assessed through the development review and, if applicable, CEQA processes at the time of project submittal. The Housing Element Update would therefore not create a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 or cause a substantial adverse change in the significance of an archaeological resource. Future development would be required to comply with federal, State, and local regulations and the policies in the City's General Plan such as Chapter 17 (Section 17.38 *Planned Development Districts*) of the Montebello Municipal Code which states that the application for development should include information regarding the location of existing significant historical, cultural and archeological features in the area, including the methods proposed to preserve and incorporate such elements into the proposed plan. Therefore, adoption of the Housing Element Update would not result in substantial adverse changes to historical or archeological resources and no impact would occur.

No Impact

- c. *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

The disposition of human remains is governed by Health and Safety Code Section 7050.5 and PRC Sections 5097.94 and 5097.98 and falls within the jurisdiction of the NAHC. If human remains are discovered, the County Coroner must be notified within 48 hours and there should be no further disturbance to the site where the remains were found. If the remains are determined by the coroner to be Native American, the coroner is responsible for contacting the NAHC within 24 hours. The NAHC, pursuant to PRC Section 5097.98, will immediately notify those persons it believes to be most likely descended from the deceased Native Americans so they can inspect the burial site and make recommendations for treatment of the remains and associated grave goods. Tribal cultural resources are discussed in Section 18, *Tribal Cultural Resources* of this Initial Study.

Any future development would be subject to development review and required to adhere to the City's Municipal Code designed to reduce impacts to historic and cultural resources as previously mentioned. The Housing Element Update, in and of itself, does not propose specific projects but sets forth goals and policies that promulgate new housing development in Montebello consistent with the current RHNA cycle. It would therefore not directly lead to disturbance of human remains, including those interred outside of formal cemeteries. Individual projects are not proposed as part of the Housing Element Update. New development accommodated by the Housing Element Update would be subject to federal, State, and local regulations and policies in the City's General Plan. Projects would be required to comply with CEQA Guidelines Section 15000 et seq. which set procedures for notifying the County Coroner and NAHC for identification and treatment of human

remains if they are discovered during construction. Therefore, adoption of the Housing Element Update would not lead to disturbance of any human remains and no impact would occur.

NO IMPACT

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6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

California is one of the lowest per capita energy users in the United States, ranked 48th in among states, due to its energy efficiency programs and mild climate. In 2019, California consumed 662 million barrels of petroleum, 2,144 billion cubic feet of natural gas, and one million short tons of coal in 2018 (United States Energy Information Administration [EIA] 2021a). The single largest end-use sector for energy consumption in California is transportation (39.4 percent), followed by industrial (23.1 percent), commercial (18.8 percent), and residential (18.7 percent) (EIA 2021b).

Most of California's electricity is generated in state with approximately 28 percent imported from the Northwest and Southwest in 2019; however, the State relies on out-of-state natural gas imports for nearly 90 percent of its supply (California Energy Commission [CEC] 2021a and 2021b). In addition, approximately 32 percent of California's electricity supply comes from renewable energy sources, such as wind, solar photovoltaic, geothermal, and biomass (CEC 2021a). In 2018, Senate Bill 100 accelerated the State's Renewable Portfolio Standards Program, codified in the Public Utilities Act, by requiring electricity providers to increase procurement from eligible renewable energy and zero-carbon resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045.

To reduce statewide vehicle emissions, California requires all motorists to use California Reformulated Gasoline, which is sourced almost exclusively from in-state refineries. Gasoline is the most used transportation fuel in California with 14.0 billion gallons sold in 2020 and is used by light duty cars, pickup trucks, sport utility vehicles, and aviation (California Department of Tax and Fee Administration 2021). Diesel is the second most used fuel in California with 4.2 billion gallons sold in 2015 and is used primarily by heavy duty-trucks, delivery vehicles, buses, trains, ships, boats and barges, farm equipment, and heavy-duty construction and military vehicles (CEC 2016).

Energy consumption is directly related to environmental quality in that the consumption of nonrenewable energy resources releases criteria air pollutant and greenhouse gas (GHG) emissions into the atmosphere. The environmental impacts of air pollutant and GHG emissions associated with the project's energy consumption are discussed in detail in Section 3, *Air Quality*, and Section 8, *Greenhouse Gas Emissions*, respectively.

Electricity services in the city are provided by Southern California Edison, and natural gas services are provided by Southern California Gas (SoCalGas).

Projects that are proposed under the Housing Element Update would be required to undergo project-specific evaluation to quantify specific impacts to energy consumption, which would occur during the permitting process for that project. As the criteria needed to assess these impacts is only available to the City upon submittal of a specific project proposal, any quantitative analysis would be speculative at this time. All projects would be required to conform to local, State, and federal regulations governing energy consumption reduction.

The California Green Building Standards Code sets targets for energy efficiency; water consumption; dual plumbing systems for potable and recyclable water; diversion of construction waste from landfills; and use of environmentally sensitive materials in construction and design, including ecofriendly flooring, carpeting, paint, coatings, thermal insulation, and acoustical wall and ceiling panels. Furthermore, the California Energy Code provides energy conservation standards for all new and renovated commercial and residential buildings constructed in California. All new developments in California must adhere to the requirements of the California Green Building Standards Code and the California Energy Code.

- a. *Would the project consume energy resources in a wasteful, inefficient, or unnecessary amount during project construction and/or operation?*

Construction Energy Demand

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories.

To help meet the City's RHNA allocation, the 2021-2029 Housing Element Update proposes rezoned sites; however, these rezonings would increase housing density in areas that are already urbanized. The proposed project would not directly result in development of a specific site or fundamentally change an area within the city. It would therefore not substantially affect the physical environment. As discussed in Section 10, *Land Use and Planning* and Section 14, *Population and Housing*, the project is also fully consistent with the City's General Plan. The 2021-2029 Housing Element Update does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. It would therefore not, in and of itself, result in impacts related to construction energy demand.

While the proposed project would not directly result in any future development, energy use would occur during construction of any future development in the city. Such energy use would include fuel consumption (e.g., gasoline and diesel fuel) to operate heavy equipment, light-duty vehicles, machinery, and generators for lighting. In addition, temporary grid power may also be provided to construction trailers or electric construction equipment. Energy use during construction of individual projects would be temporary in nature, and equipment used would be typical of construction projects in the region. In addition, construction contractors would be required to demonstrate compliance with applicable California Air Resources Board (CARB) regulations that restrict the idling of heavy-duty diesel motor vehicles and govern the accelerated retrofitting, repowering, or replacement of heavy-duty diesel on- and off-road equipment. Construction activities associated with future development would be required to utilize fuel-efficient equipment consistent with State and federal regulations and would comply with State measures to reduce the inefficient, wasteful, or unnecessary consumption of energy.

These practices would result in efficient use of energy during construction of future development. Furthermore, in the interest of both environmental awareness and cost efficiency, construction contractors would not utilize fuel in a manner that is wasteful or unnecessary. Therefore, future construction activities associated with any future development would not result in potentially significant environmental effects due to the wasteful, inefficient, or unnecessary consumption of energy.

Construction energy use would not result from of the 2021-2029 Housing Element Update, which would not directly result in any future development. The Housing Element Update would therefore have no impact related to related to construction energy demand.

Operation

The proposed project would not directly result in development of a specific site or fundamentally change an area within the city. The project would involve rezoning certain land inventory sites, but these sites are on already urban land. It would therefore not substantially affect the physical environment. As discussed in Section 10, *Land Use and Planning* and Section 14, *Population and Housing*, the project is also fully consistent with the City's General Plan. The 2021-2029 Housing Element Update does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. It would therefore not, in and of itself, result in impacts related to energy demand from future development projects.

While the proposed project would not directly result in any future development in the city, energy use would occur during operation of any such future development, which would require permanent grid connections for electricity and natural gas service to power internal and exterior building lighting, and heating and cooling systems. As previously discussed, the Housing Element Update would prioritize new development in urban portions of the city that are already served by energy providers. Electricity service in the city is provided by Southern California Edison. Southern California Gas (SoCal Gas) provides natural gas services to residents and businesses in the city.

Future development would be subject to all standards set forth in California Building Code (CBC) Title 24, which would minimize the wasteful, inefficient, or unnecessary consumption of energy resources during operation. California's CAL Green standards (California Code of Regulations, Title 24, Part 11) require incorporation of energy efficient light fixtures and building materials into the design of new construction projects. Furthermore, the 2019 Building Energy Efficiency Standards (CBC Title 24, Part 6) requires newly constructed buildings to meet energy performance standards set by the CEC. These standards are specifically crafted for new buildings to result in energy efficient performance so the buildings do not result in wasteful, inefficient, or unnecessary consumption of energy. The standards are updated every three years and each iteration is more energy efficient than the previous standards. For example, according to the CEC, nonresidential buildings will use about 30 percent less energy due mainly to lighting upgrades (CEC 2021a). Furthermore, future development would further reduce its use of nonrenewable energy resources because the electricity generated by renewable resources provided by SCE continues to increase to comply with State requirements through Senate Bill 100, which requires electricity providers to increase procurement from eligible renewable energy resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045.

These practices would result in efficient use of energy during operation of future development. Additionally, operational energy use would not be a result of the 2021-2029 Housing Element Update, which would not directly result in any future development and would therefore have no impact related to related to operational energy demand.

NO IMPACT

- b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. While some of these sites would require rezoning on already urbanized land,

The proposed project would not directly result in development of a specific site or fundamentally change an area within the city. The project would involve rezoning certain land inventory sites, but these sites are on already urban land. It would therefore not substantially affect the physical environment. As discussed in Section 10, *Land Use and Planning* and Section 14, *Population and Housing*, the project is also fully consistent with the City's General Plan. The 2021-2029 Housing Element Update does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello.

In accordance with Chapter 15 of the Montebello Municipal Code (MMC), any buildings proposed as a part of future development in the City would be constructed in accordance with the 2019 CCR Title 24, CALGreen standards, 2019 Building Energy Efficiency Standards and mandatory measures for new developments, and any future updates to such standards that support overall State and local goals for energy efficiency. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and there would be no impact.

NO IMPACT

7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☐	☒
2. Strong seismic ground shaking?	☐	☐	☐	☒
3. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
4. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☒
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

California is divided geologically into several physiographic or geomorphic provinces, including the Sierra Nevada range, the Central (Great) Valley, the Transverse Ranges, the Coast Ranges, and others. The Transverse Range includes Ventura County and portions of Los Angeles, San Bernardino, and Riverside counties. Locally, the Transverse Ranges are characterized by east-west trending mountains and faults. Major basins and ranges in the Transverse Ranges include the Ventura basin and the San Gabriel and San Bernardino Mountains. No Alquist-Priolo Earthquake fault zone, or groundwater barrier is known to directly underlie the City of Montebello, however the East Montebello fault is located approximately ¼ mile to the northeast of the City. The entire City of Montebello is also mapped on the Puente Hills Blind Thrust Fault Zone (PHT) (Montebello Safety Element, 2016).

- a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*
- a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking*
- a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?*
- a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?*

Like all of Southern California, Montebello is subject to strong ground shaking associated with active and/or potentially active faults in the region; however, the proposed Housing Element Update would not directly result in development of a specific site or fundamentally change an area within the City. The project does include sites for rezoning to meet the City's RHNA allocation; however, these sites are on already urban land, and the 2016-2021 Housing Element would facilitate housing, including affordable housing, in areas where housing could already occur in accordance with existing land use regulations.

According to the 2016 Safety Element, liquefaction is generally not a significant impact for the city; but the portion of the city that is most likely to be susceptible to liquefaction is found within the eastern city limits surrounding the Rio Hondo Channel. The 2016 Safety Element also addresses landslides, stating that parts of Montebello are susceptible to earthquake-induced landslides, and the land most susceptible to landslides is found within a small area at the north-eastern portion of the city.

The 2016 Safety Element contains the following applicable goal, objective, and policies designed to reduce impacts from geologic and seismic events:

GOAL 1: Identify and appraise the geologic and seismic hazards within the community.

POLICY 1.1: To promote consideration of seismic standards and criteria for existing structural hazards.

POLICY 1.2: To develop land use standards and development regulations related to the level of seismic hazards.

POLICY 1.3: To establish a seismic hazards review procedure.

POLICY 1.4: Maintain, revise, and enforce appropriate standards and codes to minimize seismic and geologic risks

As discussed in Section 10, *Land Use and Planning* and Section 14, *Population and Housing*, the project is fully consistent with the City's General Plan. All applicable City policies and review processes related to geology and soils would continue to apply to future development carried out after adoption of the project. New development would also be subject to the California Building Code (CBC) standards to protect people and structures from loss, injury or death due to rupture, ground shaking, ground failure and landslides. With continued compliance with the City's General Plan policy and actions, and the CBC, implementation of the project would not expose people or structures to substantial adverse effects related to fault rupture, ground shaking, or seismic-related ground failure, including liquefaction or landslides.

NO IMPACT

- b. Result in substantial soil erosion or the loss of topsoil?*
- c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*
- d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*
- e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land, but these rezonings would increase housing density in already urbanized areas. Any site-specific and project-specific impacts of future projects would depend on what exactly is proposed for those sites once a developer submits an application for development. Any construction related and localized impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. All applicable City policies and review processes related to geology and soils would continue to apply to future development carried out after adoption of the project. New development would also be subject to the California Building Code (CBC) standards to protect people and structures from soils hazards including erosion, unstable soils, and expansive soils. Additionally, all potential future projects on land inventory sites would be served by sewer systems (see also Section 19, *Utilities and Service Systems*) and would not require septic systems or alternative wastewater systems. With continued compliance with the City's policies and procedures, and the CBC, implementation of the project would not expose people, structures, or the environment to substantial adverse effects related to these soils-hazards. Additionally, the 2021 Housing Element Update, in and of itself, does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. Because it is a policy document, the proposed project would not, in and of itself, result in such impacts.

NO IMPACT

- f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

The Housing Element Update, in and of itself, does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. While the Housing Element Update proposes rezoning sites, the rezonings would increase housing density in already urbanized areas, and any site-specific and project-specific impacts of future projects on those sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. Any potential impacts to paleontological resources would be assessed through the development review and, if applicable, CEQA processes at the time of project submittal. The Housing Element Update would therefore not create a substantial adverse change in the significance of a paleontological resources or cause a substantial adverse change in the significance of any paleontological resource. Future development under the Housing Element Update would be required to comply with any federal, State, and local regulations regarding such resources. Therefore, adoption of the Housing Element Update would not result in substantial adverse changes to paleontological resources, and no impact would occur.

NO IMPACT

8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Overview of Climate Change and Greenhouse Gases

Climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other substantial changes in climate (such as wind patterns, precipitation, and storms) over an extended period of time. Climate change is the result of numerous, cumulative sources of GHG emissions contributing to the "greenhouse effect," a natural occurrence which takes place in Earth's atmosphere to help regulate the temperature of the planet. The majority of radiation from the sun hits Earth's surface and warms it. The surface, in turn, radiates heat back towards the atmosphere in the form of infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping into space and re-radiate it in all directions.

GHGs occur both naturally and as a result of human activities, such as fossil fuel burning, decomposition of landfill wastes, raising livestock, deforestation, and some agricultural practices. GHGs produced by human activities include carbon dioxide (CO₂), methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Anthropogenic activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the concentration of GHGs in the atmosphere that trap heat. Since 1750, estimated concentrations of CO₂, methane, and nitrous oxide in the atmosphere have increased over by 36 percent, 148 percent, and 18 percent, respectively, primarily due to human activity (Forster et al. 2007). Emissions resulting from human activities are thereby contributing to an average increase in Earth's temperature. Potential climate change impacts in California may include loss of snowpack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years (State of California 2018).

Regulatory Framework

California Regulations

The State of California considers GHG emissions and the impacts of climate change to be a serious threat to the public health, environment, economic well-being, and natural resources of California, and has taken an aggressive stance to mitigate its impact on climate change through the adoption of

policies and legislation. CARB is responsible for the coordination and oversight of state and local air pollution control programs in the state. California has numerous regulations aimed at reducing the state's GHG emissions; some of the major initiatives are summarized below.

CALIFORNIA GLOBAL WARMING SOLUTIONS ACT OF 2006 (ASSEMBLY BILL 32 AND SENATE BILL 32)

The "California Global Warming Solutions Act of 2006," (AB 32), outlines California's major legislative initiative for reducing GHG emissions. AB 32 codifies the statewide goal of reducing GHG emissions to 1990 levels by 2020 and requires CARB to prepare a Scoping Plan that outlines the main state strategies for reducing GHG emissions to meet the 2020 deadline. In addition, AB 32 requires CARB to adopt regulations to require reporting and verification of statewide GHG emissions. Based on this guidance, CARB approved a 1990 statewide GHG level and 2020 target of 431 MMT of CO₂e, which was achieved in 2016. CARB approved the Scoping Plan on December 11, 2008, which included GHG emission reduction strategies related to energy efficiency, water use, and recycling and solid waste, among others. Many of the GHG reduction measures included in the Scoping Plan (e.g., Low Carbon Fuel Standard, Advanced Clean Car standards, and Cap-and-Trade) have been adopted since the Scoping Plan's approval.

The CARB approved the 2013 Scoping Plan update in May 2014. The update defined the CARB's climate change priorities for the next five years, set the groundwork to reach post-2020 statewide goals, and highlighted California's progress toward meeting the "near-term" 2020 GHG emission reduction goals defined in the original Scoping Plan. It also evaluated how to align the state's longer term GHG reduction strategies with other state policy priorities, including those for water, waste, natural resources, clean energy, transportation, and land use.

On September 8, 2016, the governor signed Senate Bill (SB) 32 into law, extending the California Global Warming Solutions Act of 2006 by requiring the state to further reduce GHG emissions to 40 percent below 1990 levels by 2030 (the other provisions of AB 32 remain unchanged). On December 14, 2017, the CARB adopted the 2017 Scoping Plan, which provides a framework for achieving the 2030 target. The 2017 Scoping Plan relies on the continuation and expansion of existing policies and regulations, such as the Cap-and-Trade Program, and implementation of recently adopted policies and legislation, such as SB 1383 (discussed later). The 2017 Scoping Plan also puts an increased emphasis on innovation, adoption of existing technology, and strategic investment to support its strategies. As with the 2013 Scoping Plan update, the 2017 Scoping Plan does not provide project-level thresholds for land use development. Instead, it recommends that local governments adopt policies and locally appropriate quantitative thresholds consistent with statewide per capita goals of six metric tons (MT) of CO₂e by 2030 and two MT of CO₂e by 2050 (CARB 2017). As stated in the 2017 Scoping Plan, these goals may be appropriate for plan-level analyses (city, county, sub-regional, or regional level), but not for specific individual projects because they include all emissions sectors in the state (CARB 2017).

SENATE BILL 375

SB 375, signed in August 2008, enhances the State's ability to reach AB 32 goals by directing CARB to develop regional GHG emission reduction targets to be achieved from passenger vehicles for 2020 and 2035. In addition, SB 375 directs each of the state's 18 major Metropolitan Planning Organizations (MPO) to prepare a "sustainable communities strategy" (SCS) that contains a growth strategy to meet these emission targets for inclusion in the Regional Transportation Plan (RTP). On March 22, 2018, CARB adopted updated regional targets for reducing GHG emissions from 2005 levels by 2020 and 2035. SCAG was assigned targets of an 8 percent reduction in GHGs from transportation

sources by 2020 and a 19 percent reduction in GHGs from transportation sources by 2035. In the SCAG region, SB 375 also provides the option for the coordinated development of subregional plans by the subregional councils of governments and the county transportation commissions to meet SB 375 requirements.

SENATE BILL 100

Adopted on September 10, 2018, SB 100 supports the reduction of GHG emissions from the electricity sector by accelerating the state's Renewables Portfolio Standard Program. SB 100 requires electricity providers to increase procurement from eligible renewable energy resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045.

Regional Regulations

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

SCAG is the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial Counties, and addresses regional issues relating to transportation, the economy, community development and the environment. SCAG coordinates with various air quality and transportation stakeholders in Southern California to ensure compliance with the federal and State air quality requirements, including the Transportation Conformity Rule and other applicable federal, State, and air district laws and regulations. As the federally designated MPO for the six-county Southern California region, SCAG is required by law to ensure that transportation activities conform to, and are supportive of, the goals of regional and State air quality plans to attain NAAQS. In addition, SCAG is a co-producer with the SCAQMD of the transportation strategy and transportation control measure sections of the AQMP for the Basin.

On September 3, 2020, SCAG's Regional Council formally adopted the 2020-2045 RTP/SCS (titled Connect SoCal). The 2020-2045 RTP/SCS builds upon the progress made through implementation of the 2016-2040 RTP/SCS and includes ten goals focused on promoting economic prosperity, improving mobility, protecting the environment, and supporting healthy/complete communities. The SCS implementation strategies include focusing growth near destinations and mobility options, promoting diverse housing choices, leveraging technology innovations, and supporting implementation of sustainability policies. The SCS establishes a land use vision of center focused placemaking, concentrating growth in and near Priority Growth Areas, transferring of development rights, urban greening, creating greenbelts and community separators, and implementing regional advance mitigation (SCAG 2020).

- a. *Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b. *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. While these rezonings would increase the total number of potential housing units on some sites, this would not lead to a significant impact on the environment related to GHG emissions, or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases, for the following reasons.

As discussed under “Regulatory Setting,” a number of plans and policies have been adopted that would reduce potential GHG impacts. SCAG’s 2020-2045 RTP/SCS provides land use and transportation strategies to reduce regional GHG emissions. Specific land use objectives identified in SCAG’s 2020-2045 RTP/SCS include focusing growth near destinations and mobility options, promoting diverse housing choices, leveraging technology innovations, and supporting implementation of sustainability policies. The SCS establishes a land use vision of center focused placemaking, concentrating growth in and near Priority Growth Areas, transferring of development rights, urban greening, creating greenbelts and community separators, and implementing regional advance mitigation (SCAG 2020).

The project would be consistent with these RTP/SCS policies because the sites proposed for rezoning would occur on already urban lands, and any future development on these sites would be infill development. The project would facilitate housing, including affordable housing, in areas where housing of similar density could already occur in accordance with existing land use regulations. This potential increase in the proportion of affordable units would help the City accommodate future affordable housing demand, consistent with SCAG’s RTP/SCS land use objective of reflecting the demands of a changing population, while helping to reduce per-capita GHG emissions through infill development.

Future development would require project-specific environmental evaluation to determine compliance with City regulations and determine the level of significance of any potential environmental impacts of those projects. Any potential impacts related to greenhouse gas emissions identified with future projects would be addressed through the project approval process, including environmental review and mitigation measures specific to any potential impacts for that project, including cumulative impacts.

The 2021 Housing Element Update, in and of itself, does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. Because it is a policy document, the proposed project would not, in and of itself, result in impacts to GHG emissions or climate change.

For all the reasons discussed above, the proposed project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases, and there would be no impact.

NO IMPACT

9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*
- c. *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*
- d. *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. While these rezonings would increase the total number of potential housing units on some sites, this would not lead to a significant impact on the environment related to hazardous materials for the following reasons.

As discussed in Section 10, *Land Use and Planning* and Section 14, *Population and Housing*, the project is fully consistent with the City's General Plan and the updated 2016 Safety Plan related to hazardous materials which states that an agreement between the Fire Department and the City would address mitigation measures.

Furthermore, housing is not a land use typically associated with the use, transportation, storage, or generation of significant quantities of hazardous materials. Operation of new housing developed under the Housing Element Update would likely involve an incremental increase in the use of common household hazardous materials, such as cleaning and degreasing solvents, fertilizers, pesticides, and other materials used in regular property and landscaping maintenance. Use of these materials would be subject to compliance with existing regulations, standards, and guidelines established by the federal, State, and local agencies related to storage, use, and disposal of hazardous materials. The project would therefore not create significant hazards to the public or the environment through the routine transport, use, disposal, or reasonably foreseeable upset or accident conditions involving hazardous materials, including such effects within 0.25 mile of an existing or school, or being located on a site which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5.

For all the reasons discussed above, the Housing Element Update would have no impact associated with the routine transport, use, emission, release, or disposal of hazardous materials.

NO IMPACT

- e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

The City of Montebello does not have any airports. The nearest airport is San Gabriel Valley Airport, approximately four miles northeast of the city, but no part of the city is within the airport land use plan or within two miles of this airport.

Additionally, the project would not directly result in development of a specific site, fundamentally change an area within the city. The project would facilitate housing, including affordable housing, in areas where housing of similar height and density could already occur in accordance with existing land use regulations. All applicable regulations, policies, and review processes related to airports, would continue to apply to future development carried out after adoption of the project. Therefore, the proposed project would have no impact related to airport safety hazards.

NO IMPACT

- f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. The proposed project would not, however, involve any alteration of street patterns associated with major emergency evacuation routes. The City's updated Safety Element (Safety Element 2016) includes the City of Montebello's Disaster Movement and Evacuation Routes, which states that "Future development in the City would be required to meet minimum roadway widths and subdivision design requirements as established by SHMC Titles 15 (Building and Construction) and 18 (Subdivisions)." These requirements would help ensure adequate emergency response.

The project would not directly result in development of a specific site or fundamentally change an area within the city. The project would involve rezoning certain land inventory sites, but these sites are on already urban land. The project would facilitate housing, including affordable housing, in areas where housing of similar height and density could already occur in accordance with existing land use regulations. All applicable regulations, policies, and review processes related to emergency response and evacuation would continue to apply to future development carried out after adoption of the project and would be enforced through the City's standard development review and code enforcement processes. Therefore, the project would not impair implementation of or otherwise interfere with adopted emergency response plans or emergency evacuation plans, and there would be no impact.

NO IMPACT

- g. Would the project expose people or structures, either directly or indirectly, to significant risk of loss, injury, or death involving wildland fires?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. While the proposed project would not directly result in development of a specific site or fundamentally change an area within the city, it would involve rezoning certain land inventory sites, but these sites are on already urban land. There have been no wildfire outbreaks within the City of Montebello, therefore it is not considered a very high fire hazard severity zone (VHFHSZ). However, bordering areas and the County of Los Angeles remain at risk of wildfires, therefore the City's update to the Emergency Operations Plan will include a thorough hazard analysis including all types of fires (Hazard Mitigation Plan 2017). All applicable regulations, policies, and review processes related to fire prevention and fire protection would continue to apply to future development carried out after adoption of the project. Therefore, the project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. The issue of wildland fires is further analyzed in Section 20, *Wildfire* of this IS-ND.

NO IMPACT

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10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☒
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
(iv) Impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Water Supply and Quality

The City of Montebello is within the jurisdiction of the Los Angeles Regional Water Quality Control Board (RWQCB), which is responsible for the preparation and implementation of the water quality control plan for the Los Angeles Region. The 2020 UWMP written by the Montebello Land and Water Company (the Company) states that Montebello is serviced by the Company. The primary source of water in the city is groundwater pumped from the aquifers in the Central Subbasin.

Surface Water

The City of Montebello is not supplied surface water (UWMP 2020).

Groundwater

The Company receives and supplies all of its water to the city from local groundwater pumped from the Central Basin Aquifer (Basin). The Basin is a large subbasin found at the southeastern portion of the Coastal Plain of Los Angeles Groundwater Basin. The Basin is bounded by the Hollywood Basin and the Elysian, Repetto, Merced and Puente Hills to the north; the Los Angeles/Orange County line to the east; the Newport-Inglewood Uplift to the south and west; and a series of discontinuous faults and folds that form a prominent line of northwest-trending hills including the Baldwin Hills, Dominguez Hills, and Signal Hill to the south (UWMP 2020).

Flooding

The City of Montebello is shown as a Non-Special Flood Hazard Area (NSFHA) on Federal Emergency Management Agency (FEMA) flood maps. Therefore, the city is not considered a flood risk area (UWMP 2020).

- a. *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. However, the proposed project would not directly result in development of a specific site or fundamentally change an area within the city. Potential future development would occur on already urbanized land.

While future development projects would not be a direct result of the proposed project, during construction of such future projects, project applicants would be required to obtain coverage under a Construction General Permit (CGP) to comply with the Clean Water Act's National Pollutant Discharge Elimination System (NPDES) requirements. In California, the State Water Resources Control Board (SWRCB) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. Compliance with the NPDES permit, and City Municipal Code (Section 8.36 – *Storm Water and Urban Runoff Pollution prevention* and 15.48 – *Grading Requirements*), would require the development and implementation of either a Storm Water Pollution Prevention Plan (SWPPP) or a Storm Water Pollution Control Plan (SWPCP). Either of these plans would include Best Management Practices (BMPs). The purpose of these plans is to identify all potential sources of pollution which may be expected to affect the quality of storm water discharge from a construction site and provide BMPs to help reduce potential impacts. The BMPs would include measures that would be implemented to prevent discharge of eroded soils from the construction site and sedimentation of surface waters off-site. The BMPs would also include

measures to quickly contain and clean up any minor spills or leaks of fluids from construction equipment.

During operation, future projects would be subject to the requirements of a Los Angeles County Municipal Separate Storm Sewer Systems (MS4) permit. Site-specific BMPs would be designed by the contractor in compliance with applicable regulations and conditions of the MS4 permit. The MS4 permit establishes limits for the concentration of contaminants entering the storm drain system and requires BMPs such as landscaping for infiltration. Additionally, applicants would be required to design storm drains that conform to the standards approved by the City Engineer. Conformance with the NPDES permitting system and MS4 permit requirements would reduce water quality and waste discharge impacts from runoff during long-term operational activities from future projects.

As explained above and throughout this Initial Study, the proposed project would not substantially affect the physical environment because it would not directly result in development of a specific site or fundamentally change an area within the city. Future development would occur on already urbanized land. Additionally, future development in the City, while not a direct result of the project, would be subject to the permits, programs, and regulations described above. The proposed project would therefore not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality, and there would be no impact.

NO IMPACT

- b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*
- c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*
 - (i) Result in substantial erosion or siltation on- or off-site;*
 - (ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;*
 - (iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or*
 - (iv) Impede or redirect flood flows?*
- d. Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*
- e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. The proposed project would not, however, directly result in development of a specific site or fundamentally change an area within the city. Future development would occur on already urbanized land.

Required compliance with Los Angeles County's MS4 permit would improve water quality runoff from future project sites. During operation, future projects would be subject to the requirements of the NPDES MS4 Permit issued to the County of Los Angeles. The NPDES program requires stormwater permits for point source discharges, and the County's MS4 Permit establishes limits for the concentrations of contaminants entering the storm drain system. Under the MS4 Permit, any project applicant who discharges stormwater runoff from a site is required to pre-treat runoff on-site through BMPs such as landscaping and infiltration. New development is required to include at least 5% pervious surface area on-site to control pollutants and runoff volume from impervious surfaces. With incorporation of standard MS4 permit requirements during construction and operation, future project sites would not discharge polluted stormwater in excess of City and County requirements.

The MMC, Section 8.29.050, states that, for an application for building permits for development or redevelopment of property, the developer may be required to incorporate in his or her development the use of recycled water at such time as it becomes available to the area of the city in lieu of the use of potable water for construction water and/or potable water for the permanent development (MMC 2021). In addition, the MMC, section 8.29.060 also requires time limits for watering and irrigation of areas with potable water, and limits watering duration. Excessive water flow and runoff is also prohibited.

Seiches are seismically induced waves that occur in large bodies of water other than the ocean, such as lakes and reservoirs. There are no lakes within the city. The MMC, Section 3.20.140, requires future projects to comply with the most recently adopted Uniform Public Construction Cost Accounting Act (UPCCA). City contracts for public projects and maintenance work would be governed by applicable state laws including the UPCCA, Public Contract Code Section 22000 et seq, and the California Uniform Construction Cost Accounting Commission's (UPCCA Commission) policies and procedures manual and cost accounting review procedures, as amended from time to time. This includes maintenance, improvement and reparation of dams and reservoirs (MMC 2021). Therefore, the proposed project would have no impact related to inundation by seiche.

A tsunami is a tidal wave produced by offshore seismic activity. The city is approximately nineteen miles, at its closest, from the Pacific Ocean, and contains no potential tsunami inundation areas. Also, the 2021-2029 Housing Element would not directly result in development of a specific site or fundamentally change an area within the city. Future development would occur on already urbanized land. The project would therefore not place housing or structures in a tsunami inundation area. Additionally, emergency evacuation plans are set forth in the Hazard Mitigation Plan managed by the City of Montebello, and these plans would be implemented if any flooding event did occur. Therefore, the project would have no impact related to any risk of pollutant release from being in flood hazard, tsunami, or seiche zones.

The City of Montebello is in Los Angeles County and any project carried out in the city is under the jurisdiction of the Regional Water Quality Control Board (RWQCB) Region 4. The RWQCB provides permits for projects potentially affecting surface waters and groundwater locally and is responsible for preparing the Water Quality Control Plan for the Central Basin. The Basin Plans designate beneficial uses of water in the regions and establish narrative and numerical water quality

objectives. The State has developed total maximum daily loads (also called TMDLs), which are a calculation of the maximum amount of a pollutant a water body can have and still meet water quality objectives established by the region. However, there are no listed water bodies in the city.

For the reasons discussed above, the proposed project would not increase water consumption, deplete groundwater supplies, interfere substantially with groundwater recharge, alter drainage patterns, or create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, and there would be no impact.

The project would not directly result in development of a specific site or fundamentally change an area within the city. As discussed in Section 10.a of this IS-ND, while construction activities for future projects would have the potential to degrade surface water quality in receiving waterbodies due to ground disturbance and mobilization of sediment and sediment-bound pollutants, future development in the city (while not a direct result of the project) would be subject to relevant permits, programs, and regulations. Implementation of erosion and sediment control BMPs, as required pursuant to the NPDES Construction General Permit, would reduce the potential for construction activities to exacerbate existing surface water quality impairments. For the reasons discussed above, the project would not conflict with or obstruct implementation of applicable water quality control plans, and there would be no impact.

NO IMPACT

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11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Physically divide an established neighborhood or community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

The City's Zoning Map, updated in October 2016, is divided into Zoning Districts which implement three broad land use designations: Residential Zones, Commercial Zones, and Industrial Zones (City of Montebello 2016). More specific types of land uses are delineated further under each broad land use. In addition to these land use designations, the City has included an *Overlays, Specific Plans, and Planned Developments* section which establishes boundary lines for the Specific Plan, Planned Development Districts Brownfield Overlay District, and the Oil Production Overlay. However, the 2021-2029 Housing Element update also uses the updated Land Use Zoning Map created in 2020 by SCAG. The City of Montebello's 2020 SCAG Land Use map implements nine broad land use designations: Low Density Residential, Medium Density residential, High Density Residential, Very High Density Residential, General Commercial, Boulevard Commercial, Industrial, Institutional, and Park, Recreation, and Open Space.

a. Would the project physically divide an established neighborhood or community?

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. However, the project rezoning's would increase housing density in already urbanized areas. In addition, any site-specific and project-specific impacts of future projects on those sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. The Housing Element would facilitate housing, including affordable housing, in areas where housing of similar height and density could already occur in accordance with existing land use regulations. This potential future housing would generally be served by existing infrastructure and would not introduce new infrastructure or other physical changes that would substantially divide an established community. The Housing Element therefore does not include any components that would physically divide an established community, and there would be no impact.

NO IMPACT

- b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation or applicable goal or policy from the City of Montebello General Plan that was adopted for the purpose of avoiding or mitigating an environmental effect?*

The land inventory for the proposed project yields housing units that exceed those needed to meet the City's RHNA allocation across all income categories, as demonstrated in Table 1. As shown in Table 1, Montebello's RHNA for the current planning period is 5,186 units, including 2,021 extremely low, very low- and low-income housing units, 777 moderate housing units, and 2,388 above moderate housing units. The 2021 Housing Element Update identifies sites suitable for residential development, some of which require rezoning to accommodate the number of units listed in the Housing Element land inventory. However, no formal land use changes or physical development are proposed at this time, and future changes would require development review and, when applicable, environmental evaluation as potential impacts are location-specific and cannot be assessed in a meaningful way until a project site and development proposal are identified.

The 2021-2029 Housing Element Update does not propose specific projects but puts forth goals and policies that regulate various aspects of new housing development in Montebello. Because it is a policy document, the 2021-2029 Housing Element Update would not, in and of itself, result in impacts to land use, housing, or population. The City's implementation of the Housing Element Update programs and policies includes future amendments to other elements of the General Plan and amendments to the City's Zoning Ordinance to ensure consistency between all these documents. Pursuant to Government Code section 65583(c)(1), these actions will be accomplished within three years of the City's adoption of the draft Housing Element Update. As required by Government Code Section 65583(c)(8), the draft Housing Element Update provides a timeline for processing any amendment to the General Plan, Zoning Ordinance, and any other land use document that implements the draft Housing Element Update. Upon its adoption, the 2021-2029 Housing Element Update would become part of the City's General Plan.

For all the reasons discussed above, the 2021-2029 Housing Element Update would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

NO IMPACT

12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

- a. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated in the City of Camarillo General Plan, specific plan, or other applicable land use plan?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land.

Historically, the City of Montebello's land was used for crude oil production. The Official Zoning Map of 2016 also includes an Oil Production Overlay. However, the California Department of Conservation (DOC) does not currently recognize any Mineral Land Classification Petitions in Montebello within the Study Area. In addition, the Oil Production Overlay has been classified a Low Density Residential area (SCAG 2020). Although the City may contain mineral resources, the proposed project would not reduce or eliminate access to known mineral resources because it would not directly result in development of a specific site or fundamentally change an area within the city. Rather, it would facilitate housing, including affordable housing, in areas where housing could already occur in accordance with existing land use regulations, none of which would be on mineral resource recovery sites. It would therefore not substantially affect the physical environment and would not lead to the loss of availability of known mineral resources of statewide, regional, or local importance.

NO IMPACT

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13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Noise

The unit of measurement used to describe a noise level is the decibel (dB). However, the human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, a method called “A-weighting” is used to adjust actual sound pressure levels so that they are consistent with the human hearing response, which is most sensitive to frequencies around 4,000 Hertz (Hz) and less sensitive to frequencies around and below 100 Hz, thus filtering out noise frequencies that are not audible to the human ear. A-weighting approximates the frequency response of the average young ear when listening to most ordinary everyday sounds. When people make relative judgments of the loudness or annoyance of a sound, their judgments correlate well with the “A-weighted” levels of those sounds. Therefore, the A-weighted noise scale is used for measurements and standards involving the human perception of noise. In this analysis, all noise levels are A-weighted, and “dBA” is understood to identify the A-weighted decibel.

Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used for earthquake magnitudes. A doubling of the energy of a noise source, such as a doubling of traffic volume, would increase the noise level by 3 dB; similarly, dividing the energy in half would result in a decrease of 3 dB (Crocker 2007).

Human perception of noise has no simple correlation with sound energy: the perception of sound is not linear in terms of dBA or in terms of sound energy. Two sources do not “sound twice as loud” as one source. It is widely accepted that the average healthy ear can barely perceive an increase (or decrease) of up to 3 dBA in noise levels (i.e., twice [or half] the sound energy); that an increase (or decrease) of 5 dBA (8 times [or one eighth] the sound energy) is readily perceptible; and that an increase (or decrease) of 10 dBA (10.5 times [or approximately one tenth] the sound energy) sounds twice (or half) as loud (Crocker 2007).

Descriptors

The impact of noise is not a function of loudness alone. The time of day when noise occurs, and the duration of the noise are also important. In addition, most noise that lasts for more than a few seconds is variable in its intensity. Consequently, a variety of noise descriptors has been developed. The noise descriptors used for this analysis are the one-hour equivalent noise level (L_{eq}) and the community noise equivalent level (CNEL).

- The L_{eq} is defined as the single steady A-weighted level that is equivalent to the same amount of energy as that contained in the actual fluctuating levels over a period. Typically, L_{eq} is equivalent to a one-hour period, even when measured for shorter durations as the noise level of a 10- to 30-minute period would be the same as the hour if the noise source is relatively steady. L_{max} is the highest Root Mean Squared (RMS) sound pressure level within the sampling period, and L_{min} is the lowest RMS sound pressure level within the measuring period (Crocker 2007).
- The CNEL is a 24-hour equivalent sound level with an additional 5 dBA penalty to noise occurring during evening hours, between 7:00 p.m. and 10:00 p.m., and an additional 10 dBA penalty to noise occurring during the night, between 10:00 p.m. and 7:00 a.m., to account for the added sensitivity of humans to noise during these hours (Caltrans 2013). Quiet suburban areas typically have a CNEL in the range of 40 to 50 dBA, while areas near arterial streets are in the 50 to 70+ CNEL range.

Propagation

Sound changes in both level and frequency spectrum as it travels from the source to the receiver. The most obvious change is the decrease in sound level as the distance from the source increases. The way sound reduces with distance depends on factors such as the type of source (e.g., point or line), the path the sound will travel, site conditions, and obstructions. Sound levels from a point source (e.g., construction, industrial machinery, ventilation units) typically attenuate, or drop off, at a rate of 6 dBA per doubling of distance. Sound from a line source (e.g., roadway, pipeline, railroad) typically attenuates at about 3 dBA per doubling of distance (Caltrans 2013).

Vibration

Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the groundborne vibration from traffic is rarely perceptible. Groundborne vibration of concern in environmental analysis consists of the oscillatory waves that move from a source through the ground to adjacent structures. The number of cycles per second of oscillation makes up the vibration frequency, described in terms of hertz (Hz). The vibration frequency of an object describes how rapidly it oscillates. The normal frequency range of most groundborne vibration that can be felt by the human body is from a low of less than 1 Hz up to a high of about 200 Hz (Crocker 2007).

While people have varying sensitivities to vibrations at different frequencies, in general they are most sensitive to low-frequency vibration. Vibration in buildings, such as from nearby construction activities, may cause windows, items on shelves, and pictures on walls to rattle. Vibration of building components can also take the form of an audible low-frequency rumbling noise, referred to as groundborne noise. Groundborne noise may result in adverse effects, such as building damage, when the originating vibration spectrum is dominated by frequencies in the upper end of the range (60 to 200 Hz). Vibration may also damage infrastructure when foundations or utilities, such as sewer and water pipes, physically connect the structure and the vibration source (Federal Transit Administration [FTA] 2018). Although groundborne vibration is sometimes noticeable in outdoor environments, it is almost never annoying to people who are outdoors. The primary concern from vibration is that it can be intrusive and annoying to building occupants and vibration-sensitive land uses.

Descriptors

Vibration amplitudes are usually expressed in peak particle velocity (PPV) or RMS vibration velocity. The PPV and RMS velocity are normally described in inches per second (in./sec.). PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal. PPV is often used in monitoring of blasting vibration because it is related to the stresses that are experienced by buildings (Caltrans 2020).

Response to Vibration

Vibration associated with construction of the project has the potential to be an annoyance to nearby land uses. Caltrans has developed limits for the assessment of vibrations from transportation and construction sources. The Caltrans vibration limits are reflective of standard practice for analyzing vibration impacts on structures. The Caltrans Transportation and Construction Vibration Guidance Manual (Caltrans 2020) identifies impact criteria for buildings and criteria for human annoyances from transient and continuous/frequent sources: Table 4 presents the impact criteria for buildings, and Table 5 presents the criteria for humans.

Table 4 Vibration Damage Potential

Building Type	Maximum PPV (in./sec.)
Historic sites and other critical locations	0.1
Historic and some old buildings	0.5
Older residential structures	0.5
New residential structures	1.0
Modern industrial/commercial buildings	2.0
PPV = peak particle velocity; in./sec. = inches per second	
Source: Caltrans 2020	

Table 5 Vibration Annoyance Potential

Human Response	Maximum PPV (in./sec.)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Severe/disturbing	2.00	0.70
Strongly perceptible	0.90	0.10
Distinctly perceptible	0.240	0.035
Barely perceptible	0.035	0.012

Note: Transient sources create a single isolated vibration event, such as blasting or drop balls (i.e., a loose steel ball that is dropped onto structures or rock to reduce them to a manageable size). Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment.

PPV = peak particle velocity; in./sec. = inches per second

Source: Caltrans 2020

Propagation

Vibration energy spreads out as it travels through the ground, causing the vibration level to diminish with distance away from the source. High-frequency vibrations diminish much more rapidly than low frequencies, so low frequencies tend to dominate the spectrum at large distances from the source. Variability in the soil strata can also cause diffractions or channeling effects that affect the propagation of vibration over long distances (Caltrans 2020). When a building is exposed to vibration, a ground-to-foundation coupling loss (the loss that occurs when energy is transferred from one medium to another) will usually reduce the overall vibration level. However, under rare circumstances, the ground-to-foundation coupling may amplify the vibration level due to structural resonances of the floors and walls.

Sensitive Receptors

Noise exposure goals for various types of land uses reflect the varying noise sensitivities associated with those uses. Generally, a sensitive receptor is identified as a location where human populations (especially children, the elderly, and sick persons) are present, and where there is a reasonable expectation of continuous human exposure to noise. Noise-sensitive land uses generally include residences, hospitals, schools, churches, libraries, and parks, all of which occur in Montebello.

Vibration-sensitive receptors, which are similar to noise-sensitive receptors, include residences and institutional uses, such as hospitals, schools, and churches. However, vibration-sensitive receptors also include buildings where vibrations may interfere with vibration-sensitive equipment that is affected by vibration levels that may be well below those associated with human annoyance (e.g., recording studios or medical facilities with sensitive equipment).

- a. *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
- b. *Generation of excessive groundborne vibration or groundborne noise levels?*

- c. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. The project, however, would not directly result in development of a specific site, or fundamentally change any area within the city. It would therefore not create additional noise or vibration sources or increase noise or vibration from any source. Future development would be subject to the City's General Plan, Zoning Codes, and all other applicable policies and regulations. The 1975 Noise Element of the City's General Plan requires the implementation of various goals and policies set by the Noise Element. Such policies (such as evaluating new residential developments to assure they are not permitted where traffic generated noise levels already exceed the residential zone noise level) would be applied to any development carried out after adoption of the 2016-2021 Housing Element Update (Montebello Noise Element, 1975).

Future development would be subject to the provisions of the City's Municipal Code relating to noise and vibration, such as Chapter 17.22.110, which includes noise regulations for construction activities; that require such activities to not exceed specific levels in different areas such as residential, commercial, and industrial zones (MMC 2021).

The 2021-2029 Housing Element Update proposes rezoned sites, however the rezonings would increase housing density in already urbanized areas. Any site-specific and project-specific impacts of future projects on the rezone sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. Any construction related and localized impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. The 2021-2029 Housing Element Update would facilitate housing, including affordable housing, in areas where housing of similar density could already occur in accordance with existing land use regulations. For all the reasons discussed above, the project would have no impact related to noise.

NO IMPACT

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14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

- a. *Would the project induce substantial unplanned population growth in an area, either directly or indirectly?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. As discussed in Section 8, *Description of Project*, the land inventory could accommodate up to 5,186 housing units to meet the City's RHNA. The RHNA allocation of 5,186 units is intended to accommodate forecasted population growth in addition to addressing overcrowding in the city. The city therefore has adequate residentially zoned sites to provide opportunities for affordable housing commensurate with the City's RHNA requirements and help relieve overcrowding and existing cost burden.

According to the California Department of Finance (2021), the City of Montebello has an estimated population of 62,914. SCAG estimates a population increase to 67,800 by 2045, which is an increase of approximately 7.8 percent or 4,886 persons (DOF 2020). According to Table 2.9 of the Housing Element Update, the average household size was 3.71 persons in 2019. At this average household size, the anticipated future population growth of 4,886 by 2045 would require approximately 1,317 housing units. The 2021-2029 Housing Element land inventory includes a total of 21 sites and citywide ADUs that are projected to accommodate 5,778 units. The Housing Element Update is a policy document and as such does not propose specific development projects, but facilitates density needed to accommodate the 6th cycle RHNA, which defines each local jurisdiction's share of the region's projected housing needs, by income category, for the planning period. State law mandates that jurisdictions provide sufficient land to accommodate a variety of housing opportunities for all economic segments of the community. Compliance with this requirement is measured by the jurisdiction's ability to identify adequate sites to accommodate the RHNA. Therefore, the Housing Element Update would not, in and of itself, induce substantial unplanned population growth in an area. Rather, as discussed in the *Project Description*, the Housing Element Update demonstrates and provides the capacity to meet the City's RHNA. The Housing Element Update would be consistent

with the City's General Plan and the RTP/SCS, since the rest of the General Plan, and the RTP/SCS, will, as described in the *Project Description* section of this IS-ND, be updated to reflect the population and housing forecasts inherent in the Housing Element. Therefore, the Housing Element Update would not induce substantial unplanned population growth in an area and no impact would occur.

NO IMPACT

- b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land to ensure that the city will have adequate residentially-zoned sites to provide opportunities for affordable housing commensurate with the City's RHNA requirements.

The 2021-2029 Housing Element would not directly result in development of a specific site or fundamentally change an area within the city. Future development would occur on already urbanized land. Any site-specific and project-specific impacts of future projects on those sites will depend on what exactly is proposed for those sites once a developer submits an application for development on the site. In addition, construction-related and localized impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. Any land inventory sites where existing housing could eventually be replaced by new housing would generally result in more housing being created than is being eliminated, since the Housing Element is designed to encourage housing production (including housing affordable to lower-income households) that would increase the total number of housing units in the city. The 2021-2029 Housing Element does not include any components that would displace substantial amounts of existing housing or people, necessitating the construction of replacement housing elsewhere. Therefore, no impact would occur.

NO IMPACT

15 Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection	☐	☐	☐	☒
Police Protection	☐	☐	☐	☒
Schools	☐	☐	☐	☒
Parks	☐	☐	☐	☒
Other Public Services	☐	☐	☐	☒

Park facilities are addressed in *Impact 16, Recreation*.

The City of Montebello contracts with the Montebello Fire Department (MFD) for fire protection services. According to the 2017 Safety Element, the city is served by three strategically located MFD fire stations at 600 N. Montebello Boulevard, 1166 South Greenwood Avenue, and 2950 Via Acosta. The Safety Element states that the MFD is staffed by 51 personnel and receives an estimated average of 6,000 calls per year. The MFD has additional resources available to provide back-up services to the city as needed, including Emergency Medical Services (EMS). EMS provides support to the three fire stations and their personnel.

Police protection services for Montebello are provided by the Montebello Police Department (MPD). The MPD's service area is divided into four districts which are serviced by the MFD Headquarters (located at 1600 West Beverly Boulevard), which is the only police station in the city. The MPD website states that the agency is currently funded for 77 full-time sworn officers, 10 reserve officers, 28 professional staff, 18 part time professional staff, and also consists of volunteers and seasonal staff. The MPD has three divisions which consist of Field Services, Investigative Services, and Support Services. In addition to these, the MPD also has specialized units which include: Adult and Juvenile Investigations, Narcotics Investigations, Gang Investigations, K-9 unit, Training Division, Special Response Team, Mental Health Evaluation Team, Professional Standard Unit, Traffic Accident Investigations, Motorcycle Traffic Enforcement Community Relations Unit, Transit Security Unit.

The City of Montebello is serviced by 21 schools that belong to the Montebello School District. The Montebello School District serves 29,978 students and is the 35th largest school district by enrollment. Currently, the Montebello Unified School District website states that there are 16 K-5th grade schools, 1 K-8th grade, 6 intermediate schools (6th-8th grade), 4 high schools, 1 continuation school, 1 community day school, and 4 adult education schools.

Montebello's medical services are served by Beverly Hospital, located near the center of the city (Safety Element 2017). Beverly Hospital has 224 beds with a medical staff of over 300 physicians. The hospital is also staffed by a number of other employees and volunteers (Safety Element 2017). Montebello Libraries are operated by LA County public libraries. According to the County of Los Angeles, there are two libraries within the city, the Montebello Library and the Chet Holifield Library.

- a.1. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*
- a.2. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*
- a.3. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*
- a.4. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*
- a.5. Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land, but the Housing Element Update, in and of itself, does not propose specific projects. Rather, it sets forth goals and policies that promulgate new housing development in Montebello, consistent with the current RHNA cycle. Because it is a policy document, the Housing Element Update would not, in and of itself, result in impacts related to public facilities and services. The Safety Element and Hazard Mitigation Plan also address the safety planning needs for the City though implementing policies and objectives to address such needs, such as expansion of police and fire facilities to meet projected demands.

The 2021-2029 Housing Element Update proposes rezoned sites, however the rezonings would increase housing density in already urbanized areas. Any site-specific and project-specific impacts of future projects on those sites on public services will depend on what exactly is proposed for those sites once a developer submits an application for development on the site, and such impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. The 2021-2029 Housing Element Update would facilitate housing, including affordable housing, in areas where housing of similar density could already occur in accordance with existing land use regulations.

For all the reasons discussed above, the Housing Element Update would not result in substantial adverse environmental impacts associated with the provision of new or physically altered public facilities and no impact would occur.

NO IMPACT

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16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

The City's Parks, Recreation and Community Services division operates 20 parks totaling 125.91 acres shared between mini parks, neighborhood parks, community parks, community centers, special use parks, and regional parks (Parks Master Plan, 2021). As described in the Parks Master Plan of 2021, the City of Montebello has a parkland to resident ratio of 1.3 acres per 1,000 residents, which is lower than the threshold benchmark of 3.0 acres per 1,000 persons as defined by the Quimby Act (Section 66477 of the Government Code). The parkland to resident ratio is also lower than the Parks and Recreation Element of the General Plan threshold which holds a standard ratio of 4.0 acres to 1,000 persons

The City classifies its parks into five categories: community centers, community parks, neighborhood parks, mini parks, and special use parks (Parks Master Plan 2021). These parks include 6 neighborhood parks, 4 mini parks, 1 community park, 1 community park with a community center, 2 special parks, and 6 community centers.

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land, but the Housing Element Update, in and of itself, does not propose specific projects. Rather, it sets forth goals and policies that promulgate new housing development in Montebello, consistent with the current RHNA cycle. The Housing Element Update would therefore not directly result in impacts related to recreational facilities. Development proposals for future projects would be subject to adopted development guidelines, including standards that govern recreational facilities. Residential development would also be subject to payment of Quimby Act fees. The Quimby Act authorizes the legislative body of a city or county to require the dedication of land or to impose fees for park or recreational purposes as a condition of the approval of a tentative or parcel

subdivision map, if specified requirements are met (California Legislative Information website, December 2021). Therefore, the Housing Element Update would not increase the use of existing recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated, or require the construction or expansion of recreational facilities which might have an adverse physical impact on the environment, and no impact would occur.

NO IMPACT

17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|---|
| a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? | ☐ | ☐ | ☐ | ■ |
| b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? | ☐ | ☐ | ☐ | ■ |
| c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | ☐ | ☐ | ☐ | ■ |
| d. Result in inadequate emergency access? | ☐ | ☐ | ☐ | ■ |

a. *Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?*

b. *Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?*

The City of Montebello Circulation Element has established goals and policies for the development of transportation facilities, including the following:

Goal 1: To facilitate traffic movement and alleviate congestion around the City.

Goal 2: To Protect residential areas from through traffic.

Goal 3: To develop a circulation system which provides for continuous movement to and from adjacent communities.

Policy 3: City should seek to provide an adequate circulation system in the hills which services major regional traffic generators, yet preserves areas which are attractive for residential, open space or recreational development.

Policy 4: Through traffic residential areas should be avoided.

Policy 5: The City of Montebello should not be bisected by a new freeway route.

Policy 6: The City's existing municipal bus lines should be improved to accommodate and service new development, as proposed in the land use element.

As shown in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. The proposed project would not, however, directly result in development of a specific site or fundamentally change an area within the city. Rather, the project would facilitate housing, including affordable housing, in areas where housing of similar density could already occur in accordance with existing land use regulations (such as the General Plan goals and policies listed above) and transportation systems already exist or have already been planned for extension. Because the project would not directly result in development of a specific site, and because it would constitute infill development that would be consistent with implementation strategies from SCAG's 2020-2045 RTP/SCS to focus growth near destinations and mobility options that would generally reduce vehicle miles travelled (VMT) and greenhouse gas emissions (as explained in Section 8, *Greenhouse Gas Emissions* of this IS-ND), it would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b) for the reduction of VMT.

The project would therefore not increase or redistribute traffic in a way that would conflict with any applicable plans, policies, or ordinances relating to the performance of the circulation system; conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b); or substantially increase hazards due to a geometric design feature or incompatible uses. There would be no impact.

NO IMPACT

- c. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*
- d. *Would the project result in inadequate emergency access?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land.

The proposed project would not directly result in development of a specific site or fundamentally change an area within the city and would therefore not substantially affect the physical environment. Future development would occur on already urbanized land. Any site-specific and project-specific impacts of future projects on those sites would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. The City would review each project's potential impacts through the development review and, if applicable, CEQA processes at the time of project submittal. All applicable City policies and review processes related to hazards and emergency access (described in Section 8, *Hazards and Hazardous Materials*) would continue to apply to future development carried out after adoption of the proposed project. The project would therefore not increase hazards due to a design feature or incompatible use, or result in inadequate emergency access, and there would be no impact.

NO IMPACT

18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	☐	☒
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

AB 52 was enacted in 2015 and expanded CEQA by defining a new resource category, “tribal cultural resources.” AB 52 established that “A project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment” (PRC Section 21084.2). It further stated that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (PRC Section 21084.3).

PRC Section 21074 (a)(1)(A) and (B) defines tribal cultural resources as “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe” and is:

1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or

2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying these criteria, the lead agency shall consider the significance of the resource to a California Native American tribe.

AB 52 also establishes a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified. Under AB 52, lead agencies are required to “begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.” Native American tribes to be included in the process are those that have requested notice of projects proposed within the jurisdiction of the lead agency.

California Government Code Section 65352.3 (adopted in 2004 pursuant to the requirements of SB 18 [SB 18]) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a general or specific plan. The tribal organizations eligible to consult have traditional lands in a local government’s jurisdiction, and are identified, upon request, by the NAHC. As noted in the California Office of Planning and Research’s Tribal Consultation Guidelines (2005), “The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places.”

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?*
- b. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

The Housing Element Update, in and of itself, does not propose specific projects but sets forth goals and policies that promulgate new housing development in Montebello consistent with the current RHNA cycle. Because it is a policy document, the Housing Element Update would not result in impacts to tribal cultural resources.

Consistent with AB 52 and SB 18, the City must consult with traditionally and culturally affiliated Native American tribes to determine if the Housing Element Update would result in a substantial adverse change in the significance of a tribal cultural resource. Under AB 52, Native American tribes have 30 days to respond and request further project information and formal consultation, and under SB 18 Native American tribes have 90 days to respond requesting consultation.

No California Native American tribes traditionally or culturally affiliated with the project area have requested consultation pursuant to Public Resources Code Section 21080.3.1 to date, but City staff will reach out to representatives of tribal organizations traditionally and culturally affiliated with the project area during circulation of this IS-ND.

Development proposals for individual projects would be subject to adopted development guidelines, including standards that govern archaeological resources as described in *Impact 5, Cultural Resources*, and disposition of human remains as governed by Health and Safety Code Section 7050.5 and PRC Sections 5097.94 and 5097.98. Based on the tribal consultation requirements, regulations, and standards discussed above, and the lack of direct physical impacts on

the environment from the Housing Element Update itself, the proposed project would not result in impacts to tribal cultural resources and no impact would occur.

NO IMPACT

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19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Setting

Water

The 2020 Urban Water Management Plan (UWMP), prepared by AKM Consulting Engineers, dated June 2021, provides the most current information regarding the City's water supply. The UWMP is required by the California State Water code. The UWMP is a long-term planning tool that provides water purveyors and their customers a broad perspective on water supply issues over a 20-to-25-year period. The UWMP is also a management tool, providing the framework for action, but does not function as a detailed project development plan. As stated in the City's 2020 UWMP, the Montebello Land and Water Company (the Company) consists of the following:

1. One open (1) pressure zone and one (1) closed pressure zone
2. Approximately 31 miles of pipeline, 2-inches through 24-inches in diameter
3. 3 MG Reservoir
4. Reservoir Booster Pump Station (~3,400 gpm)
5. 6th Street Booster Pump Station (~1,000 gpm)
6. 7 active water production wells
7. 460 fire hydrants
8. 4,076 service connections
9. 0 emergency interconnections with adjacent agencies

Wastewater

Montebello's wastewater is collected from the Company's service area then diverted to the Los Angeles County Sanitation District's (LACSD) Los Coyotes WRP which services 370,000 people and has a capacity to treat 37.5 million gallons (MGD's) per day assuming they go through the primary, secondary, and tertiary treatment process (UWMP 2020). According to the UWMP data, approximately 6 MGD of tertiary treated water was produced at the Los Coyotes WRP for beneficial reuse including landscape irrigation of schools, golf courses, parks, nurseries, and greenbelts in addition to industrial use at local companies for carpet dying and concrete mixing (UWMP 2020).

Stormwater

The 2020 UWMP states that the Company does not divert stormwater for beneficial reuse and is not in any development to do so as of the release of the 2020 UWMP report.

Solid Waste

The City of Montebello has authorized 13 waste providers to collect, transport, or provide solid waste, recycling, or commercial and demolition services within the City, (City of Montebello Department of Public Affairs Website). These specific franchises are exempt from the Municipal Code 8.12.030 which states that "Any person may provide recycling services to commercial, industrial, and multi-family premises within the City without obtaining a franchise, provided that the person has a valid and current business license issued by the City and complies with the provisions of the City's Code" (City of Montebello Department of Public Affairs Website).

The City exempts :

1. Landscaping and yard maintenance persons who, as a consequence of their business activity, may generate, transport, and dispose of green waste material that they generate.
2. Non-profit organizations collecting recyclable materials for the purposes of fund raising

The franchises exempt from the Municipal Code are:

- AAA Rubbish, Inc
- American Reclamation
- Athens Services
- CalMet Services
- Commercial Waste Services
- Consolidated Disposal

- G&B Services
 - Haul Away Rubbish
 - Key Disposal
 - NASA Services
 - Serv-Wel Disposal
 - Universal Waste
 - Ware Disposal
- a. *Would the project require the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, or natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*
- b. *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*
- c. *Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- d. *Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*
-

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. The proposed project would not, however, directly result in development of a specific site or fundamentally change an area within the city. The project would facilitate housing, including affordable housing, in areas where housing of similar density could already occur in accordance with existing land use regulations, and utilities and service systems already exist or have already been planned for extension to these areas. It would therefore not substantially affect the physical environment. The 2021-2029 Housing Element Update itself would therefore not generate wastewater, or create increased demand for water, electric power, natural gas, or telecommunications facilities. Because of this, the project is fully consistent with the City's General Plan and Municipal Code. Projects carried out after adoption of the project would be subject to the General Plan requirements relating to these utilities and service systems as discussed above, the project would not require or result in the construction of new facilities or expansion of existing facilities related to these utilities and service systems, and there would be no impact.

NO IMPACT

- e. *Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land.

As discussed previously, the City of Montebello's Municipal Code limits solid waste collection to a specific group of franchises and any site-specific projects would be subject to applying for

development in accordance with the General Plan and Municipal Code. The Housing Element Update is a policy document and as such does not propose specific development projects, but facilitates density needed to accommodate the 6th cycle RHNA. Because specific future projects are not known at this time, the city cannot currently assess the specific impacts from solid waste from such future projects.

The Housing Element update, in and of itself, does not propose specific projects. Rather, it puts forth goals and policies that regulate various aspects of new housing development in Montebello. Therefore, while it may influence the proportion of affordable or market-rate units in future residential developments on various properties throughout the City, it would not directly result in development of a specific site or fundamentally change an area within the City. Future development would occur on already urbanized land already served by solid waste collection and disposal providers. Any solid waste-related impacts of future projects would depend on what exactly is proposed for those sites once a developer submits an application for development on the site. Such impacts would be reviewed through the development review and, if applicable, CEQA processes at the time of project submittal. For all the reasons discussed above, the Housing Element update would comply with federal, state, and local management and reduction statutes and regulations related to solid waste, and there would be no impact.

NO IMPACT

20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

The entire southern California region is prone to large wildfires due to its hot, dry climate and expansive coverage of ignitable vegetation. During the autumn and winter months, strong offshore Santa Ana wind events carry dry, desert air and can fan fast-moving fires that spread rapidly from heavily vegetated wilderness and mountainous areas into developed communities. The City of Montebello is in a highly urbanized area of Los Angeles County, which limits the spread of large, uncontrolled wildfires. However, the area is prone to regular brush fires, particularly during summer heat waves, which can pose a safety risk.

While a natural ecological process in coastal chaparral and forest systems, wildfire return intervals have decreased throughout southern California, resulting in more frequent ecological disturbance, loss of biodiversity, and colonization by non-native grass species (U.S. Forest Service 2018). Furthermore, post-fire conditions leave exposed mountain slopes and hillsides vulnerable to surface erosion and runoff. Debris flows during post-fire rainy seasons can pose a risk to life and property and occur with little warning. In southern California, as little as 0.3 inch of rain in 30 minutes can produce debris flows on post-fire landscapes (U.S. Geological Survey 2018).

- a. *Substantially impair an adopted emergency response plan or emergency evacuation plan?*
- b. *Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*
- c. *Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*
- d. *Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

As demonstrated in Table 1, the land inventory for the proposed project exceeds the City's RHNA allocation across all income categories. Some of these sites would require rezoning on already urbanized land. The proposed project would not, however, directly result in development of a specific site or fundamentally change an area within the city. It would therefore not substantially affect the physical environment. As discussed in Section 10, *Land Use and Planning* and Section 14, *Population and Housing*, the project is fully consistent with the City's General Plan and updated Safety Element and the updated Hazard Mitigation Plan. In addition, the City would comply with the Hazard Mitigation Grant Program (HMGP) to mitigate any disasters that could occur if the city were affected by wildfires or brushfires. All applicable regulations, policies, and review processes related to fire prevention and fire protection would continue to apply to future development carried out after adoption of the project. Therefore, the project would not result in any wildfire-related impacts.

NO IMPACT

21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

The Housing Element Update, in and of itself, does not propose specific projects. Rather, it sets forth goals and policies that to encourage new housing development in Montebello consistent with the current RHNA cycle. Because it is a policy document, the Housing Element Update would not substantially degrade the quality of the environment. Adopting the Housing Element Update would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species. In addition, the Housing

Element Update would not have a substantial adverse effect on any riparian habitat or sensitive natural community.

Through the City's development review and, when applicable, environmental review processes, future development projects would be evaluated for potential direct and indirect impacts on biological and cultural resources. Therefore, the Housing Element Update would not substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.

NO IMPACT

- b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

The Housing Element Update, in and of itself, does not propose specific projects. Rather, it sets forth goals and policies to encourage new housing development in Montebello consistent with the current RHNA cycle. Because it is a policy document, the Housing Element Update would not result in impacts that are individually limited, but cumulatively considerable. In addition, through the City's development review and, when applicable, environmental review processes, future development projects would be evaluated for potential cumulative impacts and for consistency with all applicable policies of the City's General Plan, Zoning Ordinance, and Municipal Code. Through this development review process, potential cumulative impacts to various natural and human-made resources would be evaluated. Therefore, the Housing Element Update would not have impacts that are individually limited, but cumulatively considerable.

NO IMPACT

- c. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

The Housing Element Update, in and of itself, does not propose specific projects. Rather, it sets forth goals and policies to encourage new housing development in Montebello consistent with the current RHNA cycle. Because it is a policy document, the Housing Element Update would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. Through the City's development review and, when applicable, environmental review processes, future residential development projects would be evaluated for potential direct and indirect impacts on human beings. Therefore, the Housing Element Update would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

NO IMPACT

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List of Preparers

Rincon Consultants, Inc. prepared this IS-ND under contract to the City of Montebello Persons involved in data gathering analysis, project management, and quality control are listed below.

RINCON CONSULTANTS, INC.

Matt Maddox, AICP, Principal

Greg Martin, AICP, Senior Planner/Project Manager

Adriana Romero Velasquez, Associate Planner

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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: Michael A. Solorza, Director of Finance

SUBJECT: **Adopt Resolution No. 22-51, Public Hearing Establishing the Residential Solid Waste Collection and Recycling Charges Annual Rate Adjustment**

DATE: June 22, 2022

RECOMMENDATIONS:

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

- 1) Conduct a Public Hearing and consider adopting the attached Resolution No. 22-51 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2022-23 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and
- 2) Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.

FISCAL IMPACTS

Pursuant to the terms of Agreement No. 3740 between the City and Arakelian Enterprises (dba Athens Services), monthly rates for residential waste collection and recycling are subject to an annual adjustment based upon the Consumer Price Index (CPI) for the Los Angeles County Area. An analysis of the CPI was recently conducted comparing the index for April 2021 and April 2022. The study found that the index had increased by 7.87 percent.

Staff recommends reviewing the proposed rate increase and approving a new residential rate of \$30.28 per month. If approved by the City Council, the new rate would be effective July 1, 2022.

Adopt Resolution No. 22-51, Public Hearing Establishing the Residential Solid Waste Collection and Recycling Charges Annual Rate Adjustment

Page 2 of 2

BACKGROUND

Since 1962, Athens has provided residential curbside solid waste collection/disposal services in the City. In 2008, the City Council approved an agreement with Athens to provide exclusive waste collection/disposal services within the City for both residential and commercial services. Elements of this action led to numerous lawsuits between the City and Athens that would eventually be resolved under the terms and conditions of a Settlement Agreement approved on February 10, 2020 (Agreement No. 3740). Terms of the settlement authorized Athens to annually adjust rates for residential waste collection and recycling pick-up services based upon CPI. For more than a decade residential refuse rates had remained unchanged.

In May 2022, the City received a letter from Athens formally requesting a rate increase of 7.87 percent (See Attachment B). If this rate increase is approved, the new rate will be \$30.28 per customer per month.

As part of the review and approval process for the rate increase, the City must conduct a public hearing to review the request and receive input from the public. If approved, notice regarding the rate increase will be forwarded to the Los Angeles County Auditor-Controller to be placed on property tax bills effective July 1, 2022.

As required by law, Notices of Public Hearing were published and posted (Attachment C).

SUMMARY

In May 2022, Athens Services submitted correspondence to the City requesting a rate increase for local residential waste collection/disposal and recycling pick-up services (Attachment B). Under the terms of the February, 2020 Settlement Agreement between the City and Athens Services, the proposed rate adjustment occurs annually based upon local CPI. If approved, the monthly service rate will increase to \$30.28 per customer, per month effective July 1, 2022.

It should be noted that the February 10, 2020 City Council approved settlement agreement requires the annual CPI adjustment. This settlement agreement (Agreement No. 3740) ended more than a decade of legal action and prevented a significant judgment against the City.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-51
- B. Attachment B – Letter – Athens Services – Annual Rate Adjustment
- C. Attachment C – Public Hearing Notice

ATTACHMENT A

RESOLUTION NO. 22-51

A RESOLUTION OF THE CITY OF MONTEBELLO APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2022-23 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT (AGREEMENT NO. 3740) BETWEEN THE CITY AND ATHENS SERVICES

RECITALS

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Arakelian Enterprises (dba "Athens Services"); and

WHEREAS, since the approval of an Amended and Restated Agreement between the City and Athens referred to as Agreement 668 ("Agreement 668") in 2008, disputes arose and were litigated between the parties which were resolved by the terms of a Settlement Agreement identified as Agreement No. 3740, approved by the City Council on February 10, 2020; and

WHEREAS, pursuant to the terms of Agreement No. 3740, Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, the City Council by approving this resolution intends to confirm Athens' residential rates for the period of July 1, 2022 through June 30, 2023 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: That pursuant to Agreement No. 3740, the City Council is to review and consider the request submitted by Athens for an annual rate adjustment for monthly waste service charges for residential customers. On May 11, 2022, Athens submitted a request for approval for a rate adjustment for the period of July 1, 2022 through June 30, 2023 (Fiscal Year 2022-23) consistent with the terms of the Settlement Agreement No. 3740.

SECTION 2: The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of \$30.28 per customer per month. The City Council further confirms the formula for annual rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original Resolutions.

RESOLUTION NO. 22-51

Page 2 of 2

SECTION 4: The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

APPROVED AND ADOPTED this 22nd day of June, 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-51 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

May 11, 2022

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Re: Annual Rate Adjustment

Dear Mr. Bobadilla:

In accordance with the Settlement Agreement between Arakelian Enterprises Inc. ("AEI") dba Athens Services executed February 10, 2020 and pursuant to Section 4 of that Agreement, please accept this letter as Athens Services' request to adjust the rates that Athens Services is to be paid for the services provided under Agreement 668.

The CPI for All Urban Consumers for Los Angeles was 285.808 in April 2021 and it increased to 308.302 in April 2022, for a change of 22.494 (see attached CPI schedule). Dividing the 22.494 change by the April 2021 index value results in a 7.87% change. This 7.87% increase applied to the \$28.07 stipulated rate effective July 2022 yields a final rate of \$30.28 per customer per month (see attached rate calculation).

Athens Services requests that its rate of compensation be adjusted to \$30.28 per customer per month. Please handle the administrative processing of this request to make the rates effective July 1, 2022 and call me at (626) 934-4619 if you have any questions.

Sincerely,



Gary Clifford
Executive Vice President

Enclosure

Cc: David Collins, Division Vice President
Juan Rodriguez, Senior VP of Operational Support
Cesar Zarate, Director of Finance, Athens Services
Wendy Bruget, Director of Government Affairs, Athens Services

CITY OF MONTEBELLO
CALCULATION OF RESIDENTIAL RATE
Effective July 1, 2022 - June 30, 2023

Date	Amount	Notes
Apr 2021	285.808	Consumer Price Index - All Urban Consumers, LA
Apr 2022	308.302	Consumer Price Index - All Urban Consumers, LA
	7.87%	CPI increase percent
	\$ 28.07	Current rate per customer per month
	7.87%	CPI increase percent
	\$ 2.21	CPI increase Amount
	\$ 30.28	New rate per customer per month

Notes: Increase in compensation to be effective on the July 2022 invoice.

CITY OF MONTEBELLO
Ancillary Service Rate
Effective July 1, 2022 - June 30, 2023

Service		Net Rate
30,60,90 gallon additonal cart	\$	2.15
Residential Go-Back or Dead-Run	\$	21.57
Bulky Item Pick Up or Dead-Run	\$	26.97
Additional Bulky Item pick up	\$	16.18
Roll-Out Service	\$	19.42
Declined Payment Fee (any reason)	\$	26.97
Late Fee		\$5.39 min or 1.5%

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series All items in Los Angeles-Long Beach-Anaheim, CA, all
Title: urban consumers, not seasonally adjusted
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base 1982-84=100
Period:
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	
2022	301.209	302.164	306.679	308.302									

308.302	CPI - CY
-285.808	CPI - PY
22.494	CPI - Change #
285.808	CPI - PY
7.87%	CPI - Change %

MONTEBELLO NEWS

This space for filing stamp only

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
Telephone (323) 556-5720 / Fax (213) 835-0584

KIMBERLY GUILLEN
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Notice of Public Hearing - Refuse Rate Assessment

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/09/2022

Executed on: 06/09/2022
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 0 0 0 0 0 6 0 4 1 5 2 9 *

Email

EWA#: 3593748

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on **Wednesday June 22, 2022, at 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the "Rate"). The City will consider the adjustment of the Rate as follows as requested by franchisee and authorized by the Residential Waste Collection Agreement:

-Beginning on July 1, 2022, the monthly Rate for services provided under Agreement 668 between the City and AEI shall be \$30.28 per residential customer.

-Beginning on July 1, 2023 and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on Wednesday, June 22, 2022 at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday June 22, 2022 at 3:00 p.m.** These comments may not be read aloud but will be entered into the record and submitted to all members of the City Council. 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>.

If you challenge the rate adjustment in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

Alicia Fernandez,

Deputy City Clerk

Dated: June 9, 2022

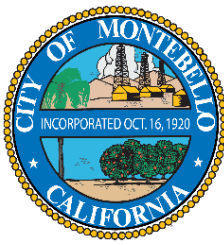
Date posted: June 9, 2022

Date published: June 9, 2022

6/9/22

EWA-3593748#

MONTEBELLO NEWS



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Paul Espinosa, Chief of Police
Lt. Stephen Sharpe, Montebello Police Department

SUBJECT: **Approve Assembly Bill (AB) 481 – Military Use Policy Approval (“Policy”)**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the attached Military Use Policy and provide direction to the Montebello Police Department (“MPD”) to introduce, after the Policy has been posted on the MPD’s website for at least thirty (30) days, an Ordinance to adopt the Policy; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

BACKGROUND

Assembly Bill 481 (“AB 481”) codified in Government Code sections 7070 through 7075, requires a law enforcement agency (“LEA”) to obtain approval from the applicable governing body, via adoption of a Military Equipment Use Policy (the “Policy”) by ordinance (the “Ordinance”), prior to the LEA funding, acquiring, or using military equipment. The Montebello Police Department (“MPD”) seeks City Council approval of the attached Military Equipment Use Policy – Policy 707 (Exhibit “A”), in order to comply with AB 481.

DISCUSSION

Effective January 1, 2022, LEAs within California are required to abide by the rules set forth within AB 481, defining military equipment, requiring approval by the City Council and public engagement for the use and acquisition of military equipment. AB 481 requires a LEA to make public its Policy on the LEA website for at least thirty (30) days before a mandatory public hearing where the public may comment on the Policy before City Council decides to adopt an Ordinance formally establishing the Policy. The Policy was posted to the MPD website on May 27, 2022.

“Military equipment” as defined under AB 481 includes, but is not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. Notwithstanding the definition stated above, “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency, per Government Code section 7070(c)(16).

The MPD does not currently have any military equipment that is prohibited or controlled by the Federal Defense Logistics Agency. The Montebello Police Department has followed the requirements per AB 481 in creating a Military Equipment Use Policy (MPD Policy 707) and have posted it to the MPD’s website for the public to view, provide comments, complaints, and concerns.

SUMMARY

Staff recommends that the City Council approve the attached Military Use Policy and provide direction to the MPD to introduce an Ordinance to adopt the Policy after the Policy has been posted on the MPD’s website for at least thirty (30) days.

ATTACHMENT:

- A. Attachment A – Montebello Police Department Military Equipment Use Policy 707

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072) for the Montebello Police Department (“Department”).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department. **Military**

equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Montebello Police Department

Montebello PD Policy Manual

Military Equipment

707.2 POLICY

It is the policy of the Montebello Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Montebello Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

- The Montebello Police Department does not currently have any "Military Equipment" that is prohibited or controlled by the Federal Defense Logistics Agency per CA Government Code 7070(c)(16).

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the

Montebello Police Department

Montebello PD Policy Manual

Military Equipment

Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

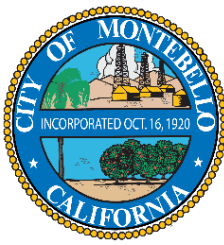
707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Any member of the public can submit a question, comment or concern by contacting the Montebello Police Department.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Adopt Resolutions for the Conduct of the General Municipal Election – November 8, 2022**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve Resolution No. 22-55 calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities; and
- 2) Approve Resolution No. 22-56 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 8, 2022; and
- 3) Approve Resolution No. 22-57 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code; and
- 4) Approve Resolution No. 22-58 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022; and
- 5) Approve Resolution No. 22-59 providing for a procedure for determining by lot a tie among candidates at the November 8, 2022 General Municipal Election in accordance with Elections Code Section 15651.

Adopt Resolutions for the Conduct of the General Municipal Election – November 8, 2022

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FISCAL IMPACT

The actual cost of the November, 2022 General Municipal Election is uncertain. Historically, budgets are prepared which provide for an estimated cost, since the actual cost is unknown until after the election is completed and an invoice is received from the County of Los Angeles. Over the last three fiscal years, the actual cost of elections has been: \$291,492, 126,271 and \$107,563 (Fiscal Years 2018-19, 2019-20, and 2020-21).

The Fiscal Year 2022-23 adopted budget includes \$200,000 for the November, 2022 election. Based on prior year data, this appears to be a reasonable estimate of final costs. Due to the ongoing circumstances surrounding COVID-19, the Los Angeles County Registrar-Recorder/County Clerk's (RR/CC) office is continuing mail ballot which increases the cost of the election (versus prior years). City Clerk Staff will work closely with the County Registrar-Recorder to properly account for all municipal election results.

BACKGROUND

On Tuesday, November 8, 2022, a General Municipal Election is scheduled to be held for all five (5) City Council District seats in the City of Montebello. Those persons elected to Districts No. 1, 3 and 5 will serve a four (4) year term expiring in November 2026. Those persons elected to Districts 2 and 4 will serve a two (2) year term expiring in November 2024. The two current City Councilmembers who were elected by an "at-large" election process in November 2020 will continue to serve until the completion of their term ending in November 2024.

State law suggests Monday, July 11, 2022 as the last day on which to approve Resolutions related to the November 8, 2022 election. Presented for City Council review and approval are a series of Resolutions which will have the effect of calling the election, requesting election related services with the Los Angeles County Registrar-Recorder County Clerk Elections Division, setting forth regulations for candidates' statements, and providing a procedure for determining by lot a tie among candidates at the November 8, 2022 General Municipal Election pursuant to § 15651 of the Elections Code.

Pursuant to the Federal Voting Rights Act, Los Angeles County is required to make voting material available in English, Spanish, Japanese, Chinese, Korean, Tagalog and Vietnamese. Materials in each of these required languages will be made available upon request. In addition, the sample ballot will contain instruction on how voting information in the required languages can be obtained via telephone at no cost to the voter. The demographics of Montebello also require that the Voter's Pamphlet be translated and printed in Spanish and English, as well as English.

If a candidate chooses to have a Candidate's Statement in the sample ballot, the candidate will be required to pay for printing of the statement in English and have the

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option of printing the Candidate Statement in any other language. There will be a separate charge for the translation and printing.

With approval of the items presented with this staff report, Election Code requirements will be satisfied. Pursuant to the schedule of election events prepared by the County Elections Department, the candidate filing period will open Monday, July 18, 2022, and will close Friday, August 12, 2022, at 5:00 p.m. If an incumbent fails to file by Friday, August 12, 2022, the filing period will be extended to Wednesday, August 17, 2022 at 5:00 p.m. The Secretary of State's office will conduct the randomized alphabet drawing on Thursday, August 18, 2022 to determine the order of names on the City's ballot.

SUMMARY

Staff recommends that the City Council adopt the five (5) resolutions required to comply with the Elections Code and Los Angeles County operational schedule with regard to the upcoming November 2022 election.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-55
- B. Attachment B – Resolution No. 22-56
- C. Attachment C – Resolution No. 22-57
- D. Attachment D – Resolution No. 22-58
- E. Attachment E – Resolution No. 22-59

ATTACHMENT A

RESOLUTION NO. 22-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

RECITALS

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of Municipal Officers.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Montebello, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing five (5) Members of the City Council, one (1) from each of the five (5) City Council districts. City Council seats for Districts 2 and 4 will be placed on the ballot for two (2) year terms, set to expire November 2024, and City Council seats for Districts 1, 3 and 5 will be placed on the ballot for four (4) year terms, set to expire in 2026.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall open at seven (7) o'clock a.m. of the day of the election and shall remain open continuously from that time until eight (8) o'clock p.m. of the same day when the polls shall be closed pursuant to Election Code §10242, except as provided in § 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

RESOLUTION NO. 22-55

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SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-55 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

ATTACHMENT B

RESOLUTION NO. 22-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER FULL SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

RECITALS

WHEREAS, a General Municipal Election is to be held in the City of Montebello, California, (the "City") on Tuesday, November 8, 2022; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Montebello.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County of Los Angeles to permit the County Elections Department to provide full election services.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Elections Department, each a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

RESOLUTION NO. 22-56

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ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-56 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

RESOLUTION NO. 22-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

RECITALS

WHEREAS, the City Council of the City of Montebello, California, called a General Municipal Election to be held on Tuesday, November 8, 2022, for the purpose of the election of five (5) Members of the City Council through a By-District process.

WHEREAS, it is desirable that the General Municipal Election be consolidated with the State General Election to be held on the same date and that within the City the precincts, polling places and election officers of the elections be the same, and that County Elections Department of the County of Los Angeles canvass the returns of the General Municipal Election and that the Election be held in all respects as if there were only one Election.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of five (5) Members of the City Council in the following Council Districts for the terms specified:

District 1: 4-year term.
District 2: 2-year term.
District 3: 4-year term.
District 4: 2-year term.
District 5: 4-year term.

SECTION 2. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the Statewide Election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

RESOLUTION NO. 22-57

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SECTION 4. That the City of Montebello, recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-57 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 22-57

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The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

ATTACHMENT D

RESOLUTION NO. 22-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

RECITALS

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates' statement.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montebello ("City") on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in electronic form, on a flash drive provided by the City, in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Los Angeles ("County"). The County is required to translate candidate's statements into the following languages: Spanish and Simple Chinese.
- B. The County will print and mail voter information guides and candidates' statements to all voters in Spanish. The County will make the voter information guides and candidates' statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT

- A. Translations:

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1. The candidate shall be required to pay for the cost of translating the candidates' statements into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.
 2. The candidate shall be required to pay for the cost of translating the candidates' statement into any foreign language that is not required as specified in (A) and (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.
- B. Printing:
1. The candidate shall be required to pay for the cost of printing the candidates' statement in English in the main voter pamphlet.
 2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
 3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the Candidate's Statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual costs. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional material in the voter information guide package.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative with a copy of this resolution at the time nominating petitions are issued.

SECTION 6. That all previous resolutions establishing Council policy on payment for candidates' statements are repealed.

SECTION 7. That this resolution shall apply only to the election to be held on November 8, 2022 and shall then be repealed.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

RESOLUTION NO. 22-58

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APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-58 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

ATTACHMENT E

RESOLUTION NO. 22-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PROVIDING FOR A PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 15651

RECITALS

WHEREAS, § 15651 of the Elections Code of the State of California authorizes the City Council to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal and the highest number of votes ("tie votes") for an office to be voted upon in a city;

WHEREAS, § 15651 of the Elections Code of the State of California provides that the tie vote shall be resolved in one of the following ways:

- a) **By Lot:** The City Clerk, serving as the Elections Official pursuant to Elections Code § 320, or his or her designee, shall summon the candidates who have received the tie votes, whether upon the canvass of the returns or upon recount by a court, to appear before the City Council at a time to be designated by the City Council. The City Clerk shall at that time and place resolve the tie votes by lot (defined below).
- b) **By Special Election:** The legislative body may resolve a tie vote by the conduct of a special runoff election involving those candidates who receive an equal number of votes. A special runoff election shall be held only if the legislative body adopts provisions of § 15651 (b) of the Elections Code prior to the conduct of the election resulting in the tie vote. All future elections conducted by that body shall be resolved likewise, unless the legislative body later repeals the order for the conduct of a special runoff election.

WHEREAS, the City Council desires that any tie vote resulting from the November 8, 2022 General Municipal Election be resolved by lot.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That pursuant to § 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, the tie votes shall be resolved by lot. "By lot" means, by deciding the matter through implementing a method of chance, in order to afford each candidate receiving tie votes a fair opportunity at election.

SECTION 2. That the City Council has the authority to resolve tie votes by lot, by implementing various methods of chance, including, but not limited to, a coin toss, generation of random number, or drawing of names. In the interest of maintaining

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decorum, fairness and transparency, the method implemented for resolving tie votes in the November 8, 2022 General Municipal Election shall be the drawing of names, in accordance with the following procedure:

The City Clerk shall type the name of each candidate who has tied for office on a separate, but identical piece of paper, which shall be folded and deposited into a container and mixed so that the pieces of paper become indistinguishable. The City Clerk, or his or her designee, shall then draw from the container as many pieces of paper as there are seats on the City Council to be filled by the candidates who have tied. The candidate(s) whose name(s) appear(s) upon the drawn piece(s) of paper shall be deemed elected.

SECTION 3. That this resolution shall apply only to the election to be held on Tuesday, November 8, 2022, and shall be repealed upon the City Council's declaration of election results.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-59 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested

RESOLUTION NO. 22-59

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by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, 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: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Second Reading and Adoption of Ordinance No. 2451 Amending the Montebello Municipal Code to Designate City Council Seats That Will Be Placed on the Ballot in the November 2022 Election and to Retain the Two (2) At-Large Council Seats Currently in Place Thus Expanding the City Council Composition to Seven (7) Members on a Temporary Basis**

DATE: June 22, 2022

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Waive the Second Reading and adopt Ordinance No. 2451 (Attachment A) to designate City Council seats that will be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place thus expanding the City Council composition to seven (7) members on a temporary basis; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

BACKGROUND

At its meeting on June 15, 2022, the City Council of the City of Montebello introduced Ordinance No. 2451. The City of Montebello ("City") is a general law city, which is currently governed by five (5) Councilmembers who were all elected by all voters in the City in an at-large voting system. The City Council, at its meeting on February 9, 2022,

Second Reading and Adoption of Ordinance No. 2451 Amending the Montebello Municipal Code to Designate City Council Seats That Will Be Placed on the Ballot in the November 2022 Election and to Retain the Two (2) At-Large Council Seats Currently in Place Thus Expanding the City Council Composition to Seven (7) Members on a Temporary Basis

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adopted Ordinance No. 2444 establishing a by-district election system to be implemented in the November 2022 election. The City Council also adopted Resolution No. 22-34 at its meeting on May 11, 2022, to formally adopt a five (5) district City Council map.

DISCUSSION

Government Code section 36501 states that the government of a general law city must have a city council of at least five (5) members. Ordinance No. 2451 sets forth the designation of City Council seats that will be placed on the ballot as well as the temporary retention of the two (2) incumbent at-large City Council seats.

If this Ordinance is adopted by the City Council, all five (5) district seats will be placed on the ballot in the November 2022 election. Moreover, the two (2) existing incumbent at-large Councilmember seats will remain in office and will continue to serve as a Councilmember until the expiration of their term, forming a temporary seven (7) member City Council. This Ordinance sets forth the November 2022 Council seats and term lengths to be placed on the ballot as follows: Council seats for Districts 2 and 4 will be placed on the ballot for a 2-year term and Council seats for Districts 1, 3 and 5 will be placed on the ballot for a 4-year term.

The provision set forth in this Ordinance that creates a temporary seven (7) member legislative body will sunset on the date that the members elected from Districts 2 and 4 take their oath of office as a result of the election occurring in November 2024. At that time, the two (2) existing at-large incumbent City Council seats will be eliminated. With the commencement of the November 2024 election, Districts 2 and 4 will become 4-year term seats, and only the five (5) City Council district seats will remain active, reverting the legislative body of the City of Montebello from seven (7) members to five (5) members.

SUMMARY

Staff recommends the City Council conduct the second reading of and adopt Ordinance No. 2451 to designate City Council seats that will be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place thus expanding the City Council composition to seven (7) members on a temporary basis.

ATTACHMENT (S):

A. Attachment A – Ordinance

ATTACHMENT A

ORDINANCE NO. 2451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AMENDING SECTION 2.08.050 OF TITLE 2, CHAPTER 2.08 OF THE MONTEBELLO MUNICIPAL CODE TO DESIGNATE CITY COUNCIL SEATS THAT WILL BE PLACED ON THE BALLOT IN THE NOVEMBER 2022 ELECTION AND TO RETAIN THE TWO (2) AT-LARGE COUNCIL SEATS CURRENTLY IN PLACE THUS EXPANDING THE CITY COUNCIL COMPOSITION TO SEVEN (7) MEMBERS ON A TEMPORARY BASIS

WHEREAS, the City of Montebello ("City") is a general law city, which is currently governed by five (5) council members who were all elected by all voters in the City in an at-large voting system; and

WHEREAS, at its meeting on February 9, 2022, the City Council adopted Ordinance No. 2444 establishing the by-district election process of Councilmembers to be implemented in the November 2022 election; and

WHEREAS, at its meeting on May 11, 2022, the City Council adopted Resolution No. 22-34 that formally adopted the City's Council District Map consisting of five (5) districts; and

WHEREAS, in a by-district election system, a candidate for City Council must live in the district where the candidate wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, the next municipal election is to take place on November 8, 2022; and

WHEREAS, the City of Montebello desires to ensure the voting rights and fair representation of all of its citizens; and

WHEREAS, pursuant to Government Code section 36501, the government of a general law city is vested in a city council of at least five (5) members; and

WHEREAS, the City and the City Council, by adopting this ordinance, are establishing a sunset provision designating the City Council seats that will be up for election in the November 2022 election;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; ADDITIONS. Section 2.08.050 – Municipal Elections of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~strike through~~ and additions in double underline):

2.08.050 – Municipal Elections.

- A. Pursuant to Sections 1301 and 1000 of the California Elections code, commencing with the statewide election to be held on November 6, 2018, the city of Montebello's general municipal elections shall be held on the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide election.
- B. Pursuant to Sections 34886 and 34871(a) of the California Government Code, Council members will be elected on a by-district elections system. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district.
- C. Except as provided in subsection (D) of this Section, each Council Member must be a resident of and a registered voter in the council district from which the member is nominated at the time the member is nominated, elected, and throughout that member's term of office. In the event any Council Member ceases to be a resident of the district from which the member was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies. If a Council Member ceases to be a resident of the district from which the Member was nominated solely because of a change in the boundaries of the districts, the Member shall not lose office during that term by reason of such change pursuant to California Government Code section 34882 and Elections Code section 10227.
- D. A Council Member in office at the time this section takes effect will continue in office until the expiration of a full term to which they were elected or appointed and until their successor is qualified. If vacancies in Council Member offices elected at-large occur before expiration of the full term thereof, such vacancies will be filled according to law from the City at-large.

ORDINANCE NO. 2451

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- E. The number of Council Member districts of the City and the boundaries of said districts shall be adopted and established by the City Council by resolution no later than May 12, 2022. The by-district elections process and the established district boundaries shall be implemented in the City's next general election occurring on November 8, 2022.
- F. District boundaries shall be adjusted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken by majority vote of the total membership of the City Council, and as provided in Elections Code section 21601, 21602 and 21607. The district boundaries, but not the number thereof, may be changed by ordinance adopted by the City Council by majority vote of all its members; provided that districts established by the City Council shall be as nearly equal in population and as geographically compact as possible. However, the City Council shall not change the boundaries of districts more than once in any two (2) year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to City boundaries, as provided in Elections Code section 21603. After City Council has exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by City Council.
- G. The following five (5) City Council district seats will be placed on the ballot for the November 2022 regular election, in accordance with the assigned term length for the district seat specified:
 - i. District 1: 4-year term.
 - ii. District 2: 2-year term.
 - iii. District 3: 4-year term.
 - iv. District 4: 2-year term.
 - v. District 5: 4-year term.

In addition to the five (5) Councilmembers to be newly elected in the November 2022 election, the two (2) incumbent at-large Councilmember seats will remain in office and will continue to serve as a Councilmember until the expiration of their term, forming a temporary seven (7) member legislative body. This provision will sunset on the date that the members elected from Districts 2 and 4 take their oath of office as a result of the election occurring in November 2024. At that time, the two (2) existing at-large City Council seats will be

ORDINANCE NO. 2451

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eliminated. Commencing with the November 2024 election, Districts 2 and 4 will become 4-year term seats, and only the five (5) City Council district seats will remain active, reverting the legislative body of the City of Montebello from seven (7) members to five (5) members.

SECTION 4. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. COMPLIANCE WITH THE CALIFORNIA VOTING RIGHTS ACT. This Ordinance is being adopted in furtherance of the purposes of the California Voting Rights Act of 2001 of Division 14 of the Elections Code.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ORDINANCE NO. 2451

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I HEREBY CERTIFY that the foregoing Ordinance was introduced at the City Council meeting on the 15th day of June 2022 and was adopted by the City Council of the City of Montebello at its meeting held on the 22nd day of June 2022 by the following vote:

AYES:**NOES:****ABSENT:****ABSTAIN:**

Christopher Jimenez, 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: James Enriquez, Director of Public Works / City Engineer

SUBJECT: Notice Inviting Bids – Annual Slurry Seal Project, Fiscal Year 2022-23 – C.P. # 892

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the Plans, Specifications, and Estimate (PS&E) for the Slurry Seal Project, FY 2022-23 (C.P. #892); and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
- 3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The adopted Fiscal Year 2022-23 Capital Improvement Project (CIP) Budget included a total of \$900,000 in appropriations for this project, with the following amounts in the following funds: 1) \$300,000 carryover of Gas Tax from FY 2021-22; 2) \$100,000 carryover of Measure M from FY 2021-22; 3) \$250,000 Measure M (new appropriations); and 4) \$250,000 Measure R (new appropriations).

The Total Project Budget is estimated at \$700,000, including soft costs and construction contingency. No budget amendment is needed at this point in time.

BACKGROUND

The Project consists of the application of crack sealant and spot asphalt pavement repairs prior to the application Type II slurry seal, followed by the restoration of pavement markings.

The Engineer's Estimate for construction for this project is \$550,000.

The anticipated project schedule is as follows:

- | | |
|-----------------------------------|----------------|
| • Advertise for Construction Bids | June 23, 2022 |
| • Bid Opening | July 21, 2022 |
| • Award of Contract | August 2022 |
| • Start Construction | September 2022 |
| • Complete Construction | October 2022 |

The Notice Inviting Bids will be published in the local newspaper and the Green Sheet. The notice, plans and specifications will be posted on Planet Bids through the City of Montebello's Website.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Annual Slurry Seal Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility.

SUMMARY

Upon City Council approval of the recommended actions, staff will coordinate the advertisement of the project for construction bids. Following the opening of sealed bids, staff will recommend award of the construction contract at a subsequent City Council meeting.

ATTACHMENTS:

- A. Attachment A – Notice Inviting Bids
- B. Attachment B – Notice of Exemption
- C. Attachment C – Project Location Map

NOTICE INVITING SEALED BIDS

FOR

SLURRY SEAL PROJECT

FY 2022/2023

C.P. No. 892

IN THE CITY OF MONTEBELLO

DATE OF BID OPENING: PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids electronically **ONLY** thru PlanetBids, <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>, by **11:00 am on Thursday July 21, 2022**. The ELECTRONIC Bid(s) will be evaluated and posted on PlanetBids, where they can be viewed publicly shortly after the bid closes.

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. The general items of work include the application of Type II Slurry Seal, including crack sealing, and restoration of pavement markings.

It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), and 2021 Standard Specifications for Public Works Construction “Greenbook.”

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available on the City’s website at <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet thru PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from planholders, are to be posted on the website.

Questions: All questions relative to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 p.m. on Tuesday, July 12, 2022**.

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including

prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in the Contract Specifications submit it with the sealed Bid.

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

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A or C-12 Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **Thirty five (35) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

Publish Date: June 23, 2022

BY ORDER OF: The City of Montebello, California

Alicia Fernandez, Deputy City Clerk

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 Imperial Highway

Norwalk, CA 90650

From: (Public Agency): City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

(Address)

Project Title: CP 892 Slurry Seal Project

Project Applicant: City of Montebello

Project Location - Specific:

Various Locations

Project Location - City: Montebello Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The Project includes installation of Slurry Seal Type II, Crack Seal, repair damaged areas of streets on various locations and traffic striping.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: James Enriquez, P.E.

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: James Enriquez, P.E. Area Code/Telephone/Extension: (323) 887-1460

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: Director of Public Works

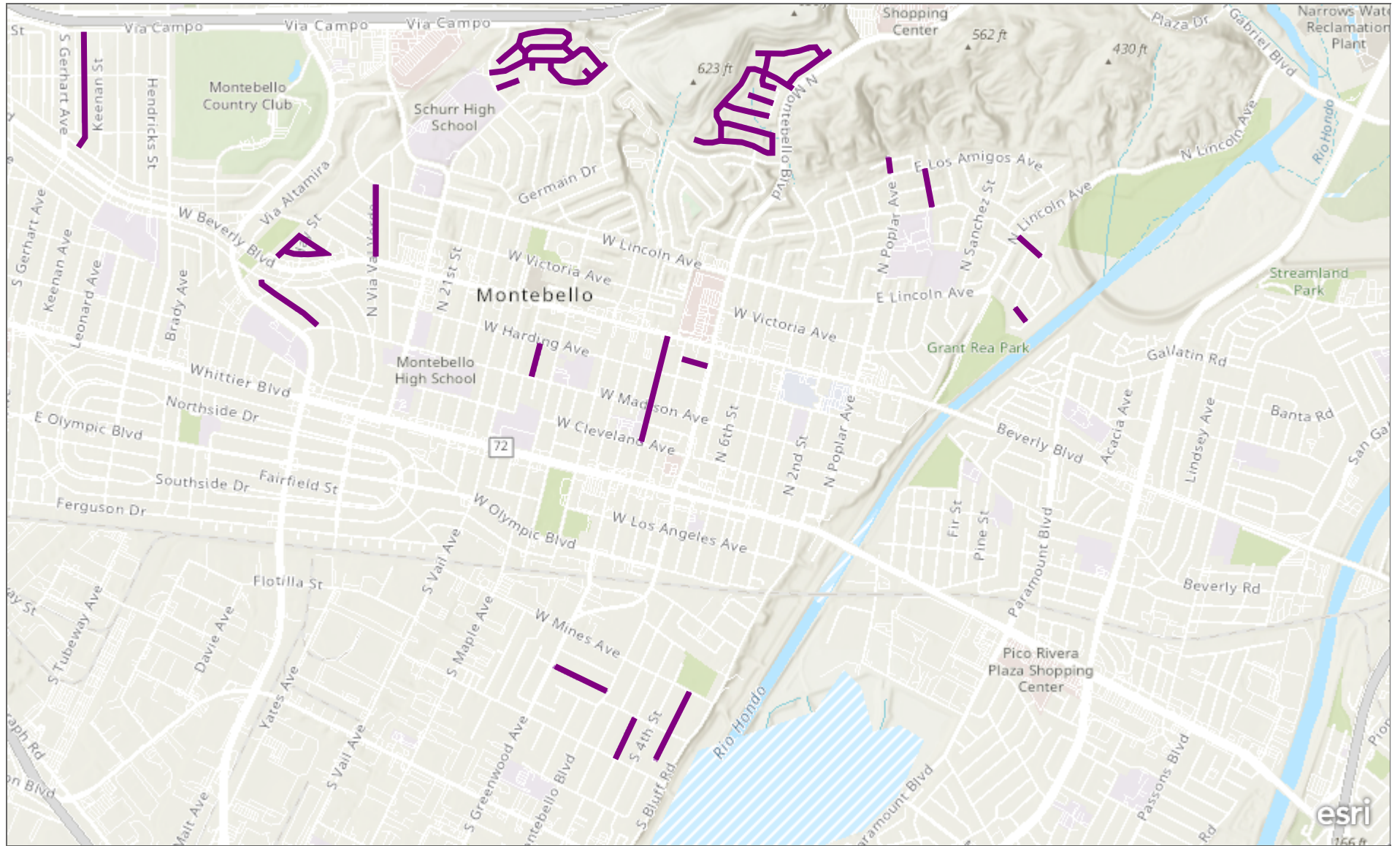
☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Slurry Seal



PROJECT LOCATION MAP

LIST OF PROJECT STREETS

Street Name	From	To	ELT
3rd St	Mines Ave	End	30
5th St	Frankel Av	Washington BLVD	16
Appian Way	N Vail Ave	Via Napoli	17
Appian Way	Via Napoli	Via Napoli	21
Ashiya Rd	Savannah St	End	21
Avenida De La Merced	Lincoln Ave	San Angelo Ave	12
Boston Ave	Villa St	Vera Cruz St	7
Bunker Hill Ave	Madero St	N Iguala St	20
Carmelita Ave	Greenwood Ave	Montebello BLVD	24
S 6th St	Beach St	Mines Ave	35
Las Flores Ave	Los Amigos Ave	Avenida De La Merced	15
Liberty Ave	Villa St	N Montebello Blvd	16
Liberty Ave	N Iguala St	Villa St	6
Loma Rd	End	End	34
Madero St	Yorktown Ave	Bunker Hill Ave	8
Messina	Via Palermo	Via Napoli	4
Milano	Vail Ave	End	7
N 10th St	W BEVERLY BLVD	W Cleveland Av	42
N 16th St	W MADISON AV	Harding Av	14
N Iguala St	Yorktown Ave	W Liberty Ave	32
Orah Ave	End	Plaza Libre	11
Plaza Libre	N Concourse Ave	Plaza Libre N	4
Plaza Libre N	Plaza Libre	Hay St	6
Plaza Libre N	Hay St	Orah Ave	3
Plaza Libre S	Plaza Libre N	Hay St	6
PLZ LIBRE S	N HAY ST	ORAH AV	7
POPLAR AV	W LOS AMIGOS AV	W BURKE DR	5
POPLAR AV	W BURKE DR	END	1
Revere Ave	End	Vera Cruz St	10
Rio Blanco St	W Liberty Ave	End	19
S 5th St	Hughes Av	Beach St	18
S Beverly Ter	N Montebello BLVD	N Spruce St	8
Salerno	Via Roma	End	3
Savannah St	Ashiya Rd	Rio Blanco St	4
SIMMONS AV	VIA SAN DELARRO	DEWAR AV	27
SIMMONS AV	Via Campo	DEWAR AV	16
Tola St	Montebello BLVD	End	9
Torino	Appian Way	End	3
Via La Cienega	San Angelo Ave	Rio Del Sol Ave	8
VIA LUNETO	N HAY ST	VIA CORONA	6
VIA LUNETO	W MADISON AV	N HAY ST	18
Via Napoli	Appian Way	Appian Way	23
Via Palermo	Messina	End	9
Via Palermo	Via Napoli	Messina	25
Via Roma	End	Appian Way	34
VIA VAL VERDE	W BEVERLY BLVD	W LINCOLN AV	29
Villa St	Liberty Ave	Boston Ave	4
Villa St	Liberty Ave	Ashiya Rd	8
W Suffolk Ave	N Iguala St	Vera Cruz St	18
Yorktown Ave	Madero St	End	31



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve Master Retainer Agreements No.'s 3998, 3999, and 4000 for On-Call Architectural and Engineering Design Services in Response to RFP No. 22-8**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to execute Master Retainer Agreements for On-Call Construction Management and Inspection Services with the following Consultants:
A) Transtech Engineers, Inc. No. 3998; B) Mark Thomas & Company, Inc. No. 3999; and C) KOA Corporation No. 4000; and
- 2) Take such additional, related, actions that may be desirable.

FISCAL IMPACT

The execution of the recommended Master Retainer Agreements does not directly result in a fiscal impact. Although the agreement specifies a maximum total aggregate sum not-to-exceed \$2 million during the term of the agreement, this only establishes a maximum budget for the agreement and the City does not enter into any financial commitment until a Letter of Engagement is executed for a specific project and/or task. Any Letter of Engagement with a value of \$50,000 or greater will require City Council approval in accordance with the Montebello Municipal Code (MMC). This may include City Council approval of the appropriation of funds and/or budget amendments, as necessary, and detailed recommendations would be included at the time City Council authorization is requested for a specific Letter of Engagement.

In general, appropriations for on-call engineering services are included in the Fiscal Year

Approve Master Retainer Agreements No.'s 3998, 3999, and 4000 for On-Call Architectural and Engineering Design Services in Response to RFP No. 22-8

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2022-23 adopted budget, since these services have been routinely utilized in the past. Depending on the type and scope of project, City Council approval will be sought if additional appropriations are needed. Services related to capital improvement projects are typically paid from the special or grant funds identified for the project and would not impact the General Fund.

BACKGROUND

In order to provide readily available and qualified resources for the design of infrastructure improvement projects, staff recommends the establishment of an on-call list of qualified consultants to provide architectural and engineering design services. The established on-call list will remain active for a minimum of three (3) years with an option to extend Master Retainer Agreements for two (2) additional one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the initial 3-year term.

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

RFP No. 22-8 is in compliance with the Montebello Municipal Code, State and Federal regulations regarding the qualification-based selection of professional firms providing engineering services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes require that public agencies use a Qualifications-Based Selection (QBS) method to contract for professional services. This method requires that such services be engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable price, prohibiting selection based solely on price.

Although this on-call bench list is intended to provide services for most projects, a separate project-specific Requests for Proposals may also be necessary for specialized projects and as a requirement of project funding sources.

ANALYSIS

On June 23, 2021, the City Council authorized the issuance of a Request for Proposals (RFP) for On-Call Architectural and Engineering Services. RFP No. 22-8 was issued on May 3, 2022. The solicitation was advertised on PlanetBids on the city's website.

Approve Master Retainer Agreements No.'s 3998, 3999, and 4000 for On-Call Architectural and Engineering Design Services in Response to RFP No. 22-8

Page 3 of 4

On June 2, 2022, the City received twelve (12) proposals in response RFP 22-8. The Evaluation Committee consisted of two City of Montebello Engineering staff and one engineer from another city. The Committee reviewed, evaluated and scored the submitted proposals as prescribed in the RFP. The proposals were evaluated based upon several factors. These factors included: 1) Responsiveness to the RFP; 2) Organization and Technical Qualifications of the Team; 3) Relevant Experience and Expertise; 4) Understanding and Approach; 5) Professional Reputation of the Firm; 6) Experience in Public Contract Procedures, Requirements, Laws, and Construction Claims; and 7) Direct Experience by Staff of Federally-funded Projects and the Caltrans Local Assistance Procedures Manual (LAPM).

The scoring resulted in the following ranking:

Rank	Firm
1	Transtech Engineers, Inc.
2	Mark Thomas & Company, Inc.
3	KOA Corporation
4	Chen Ryan Assoc., Inc.
4	BKF Engineers
5	Dewberry
6	PacRim Engineering, Inc.
7	JMDiaz, Inc.
8	Infrastructure Engineers
9	West & Asso. Engineering, Inc.
10	IDS Group, Inc.
11	Black O'dowd & Assoc.

Based on these ratings, the following three (3) firms were selected as the most qualified firms per the criteria prescribed in the RFP:

- Transtech Engineers, Inc.
- Mark Thomas & Company, Inc.
- KOA Corporation

Staff is recommending establishing a “bench list” of these selected qualified firms that will be available to provide services on an as-needed basis in the delivery of a variety of projects. These firms may be contacted during the term of the Master Retainer Agreement to provide a fee proposal for individual projects/tasks and in accordance with the procedural requirements of the funding source(s) for each project/task. Once a reasonable fee is negotiated, the services for the project/task will be contracted via an Engagement Letter that details the scope of work and applicable fee for the project/task,

Approve Master Retainer Agreements No.'s 3998, 3999, and 4000 for On-Call Architectural and Engineering Design Services in Response to RFP No. 22-8

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under the umbrella of the Master Retainer Agreement. Staff will solicit approval at the appropriate level of authority for each Engagement Letter in accordance with Chapter 3.21 of the Montebello Municipal Code (MMC) and any applicable State and Federal laws. This includes requesting City Council authorization for services of \$50,000 or greater per project/task, as currently required by the MMC. The funding source and any necessary appropriations and budget amendments will be identified at the time authorization is requested.

SUMMARY

Upon the approval by the City Council of the recommended actions, staff will execute the Master Retainer Agreements to establish the consultant bench-list and initiate solicitations for project-specific engineering services as the need arises.

ATTACHMENTS:

- A. Attachment A – Master Retainer Agreement No. 3998 with “Transtech Engineers, Inc.”
- B. Attachment B – Master Retainer Agreement No. 3999 with “Mark Thomas & Company, Inc.”
- C. Attachment C – Master Retainer Agreement No. 4000 with “KOA Corporation”

CITY OF MONTEBELLO
MASTER RETAINER AGREEMENT NO. 3998
WITH TRANSTECH ENGINEERS, INC.

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and Transtech Engineers, Inc., (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

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

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

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

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

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on July 1, 2022, and shall expire on June 31, 2025. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,

MASTER RETAINER AGREEMENT NO. 3998

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Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Ahmad Ansari, P.E.
Principal-in-Charge
Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710
(909) 595-8599
Ahmad.ansari@transtech.org

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

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

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

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

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

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

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

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

5. COMPENSATION.

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

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

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents (\$2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

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

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

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

MASTER RETAINER AGREEMENT NO. 3998

Page 4 of 14

7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

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

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

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

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

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

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

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

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

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

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

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

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

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

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

10. INDEMNIFICATION.

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

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

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

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

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

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character

including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

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

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

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

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the

general liability and automobile liability policies, naming the City as an Additional Insured.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. The Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond guaranteeing payment of losses and expenses.

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

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

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The

City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

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

14. TERMINATION.

- A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.
- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.
- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

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

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

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

18. COMPLIANCE WITH LAWS. The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

20. MUTUAL COOPERATION. The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper

performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

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

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

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

and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

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

27. COURT COSTS.

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

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

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

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

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

31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

[SIGNATURE PAGE TO FOLLOW]

MASTER RETAINER AGREEMENT NO. 3998

Page 14 of 14

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

“CITY”

CITY OF MONTEBELLO

“CONSULTANT”

TRANSTECH ENGINEERS, INC.

René Bobadilla, P.E.
City Manager

Ahmad Ansari
Principal-in-Charge

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Sample Engagement Letter
- Exhibit C – Fee Schedule

Exhibit A

Scope of Work

Submitted To City of MONTEBELLO

Public Works Department

Attn: James Enriquez, P.E., Director / City Engineer

1600 W. Beverly Blvd.

Montebello, CA 90640



Proposal

ON-CALL

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

RFP No. 22-8



TRANSTECH

Est. 1989

Submitted By
TRANSTECH Engineers, Inc.

Contact Person:

Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org

C: 949-702-5612

O: 909-595-8599

Transtech.org

Due Date: 6-2-2022, 3 pm

Submittal Requirement:
PlanetBids





June 2, 2022

City of MONTEBELLO

Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640

**Proposal
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
RFP No. 22-8**

Dear Mr. Enriquez:

Transtech is pleased to submit this Proposal for the subject services.

Thank you for the opportunity to submit this Statement of Qualifications. Should you have any questions, or require additional information, please contact us.

Sincerely,

Transtech Engineers, Inc.

Ahmad Ansari, Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612
O: 909-595-8599

ADDENDA ACKNOWLEDGEMENT

**I ACKNOWLEDGE RECEIPT OF ADDENDUM NO.1 AND ACCEPT THE
AFOREMENTIONED.**

6-1-2022

Date

Ahmad Ansari, Principal

Print Name, Signature

Page 2 of 2

Section	Page
I. Cover Letter (per RFP, limited to 2 pages)	I.1 – I.2
II. Qualifications and Experience (per RFP, limited to 50 pages)	II.1 – II.29
1. COMPANY QUALIFICATIONS	II.1
2. PROJECT TEAM AND STAFF QUALIFICATIONS	II.6
A. General Staff Qualifications	II.6
B. Project Organization Chart	II.7
C. Resumes	II.8
3. STAFF AVAILABILITY	II.14
4. PROJECT EXPERIENCE	II.15
5. REFERENCES	II.23
III. Scope of Work (per RFP, limited to 10 pages)	III.1 – III.10
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IV. Other Documents	IV.1 – IV.2
1. FINANCIAL STATEMENT	IV.1
2. SCHEDULE OF BILLING RATES	IV.2
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I. Cover Letter

(per RFP, limited to 2 pages)

June 2, 2022

City of MONTEBELLO

Public Works Department

Attn: James Enriquez, P.E., Director / City Engineer

1600 W. Beverly Blvd.

Montebello, CA 90640



Proposal
ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES, RFP No. 22-8

Dear Mr. Enriquez:

Transtech is pleased to submit this Proposal for the subject services. This Cover Letter provides an Executive Summary of our proposal.

Company Profile: Established in 1989, Transtech (a California Corporation) is a multi-disciplinary engineering consulting firm. Transtech is currently providing municipal services to approximately 65 agencies, and has extensive experience providing services to public sector clients and working in a mixed public agency staff/consultant environment for over 32 years.

Service Capabilities: Transtech is a multi-disciplinary municipal engineering consulting firm. Our service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Engineering
- Emergency, Support Services

Unique Qualifications: One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. Our resources include approximately 100 staff members. **We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.**

Experience in Federally Funded Projects: For contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). We have extensive experience in the management and administration of federally funded projects. In the past few years alone, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects.

Experience with METRO: We work with METRO on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of over \$200m.

Experience with CALTRANS: Our team includes experienced staff members who have worked for CALTRANS and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

Experience in Los Angeles County: We work with LA County PW and coordinate many projects at our contractor Cities with the County. We are also under multi-year contract with the County of Los Angeles to provide Building, Plan Check and Inspection Services.

Experience with SCAG: We have familiarity with the SCAG long range transportation plans and policies as they affect various cities in the Southern California Region.



Experience in Local Area: Transtech has a strong presence in LA County and local area, including providing services to several agencies around Montebello:

City of Commerce

- ✓ **Contract Building & Safety and City Eng./City Traffic Eng. Services**

City of Monterey Park

- ✓ **Contract Building & Safety and City Eng./City Traffic Eng. Services**

City of South El Monte

- ✓ **Contract Building & Safety and City Eng./City Traffic Eng. Services**

City of Rosemead

- ✓ **Contract City Eng./City Traffic Eng. Services**

Working in Mixed Staff/Consultant Environment: We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff. We coordinate and interact with various in-house City staff members just as another City staff member as part of the City Team.

Readily available, large pool of staff with diversified expertise: We have a readily available large of pool of staff with diversified and extensive expertise in requested services and will be able to respond to service requests and mobilize our resources quickly. Our resources include approximately 150 staff members.

Expedited/Off-Business Hours/Weekend Services: If the City receives a request from applicants for expedited plan check services, Transtech staff will provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Technology: Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service.

- **Electronic Plan Check:** Transtech provides Electronic Plan Check. [Click here](#) for a sample of our electronic plan check portal at one of our contract Cities.
- **Virtual Counter:** We offer virtual meetings with plan checkers. To explore the virtual Plan Check Counter appointment calendar at one of our contract Cities, [click here](#).

Community Involvement: Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client cities, we have a proven record of active engagement in City and Community events. Our goal is not just to serve as an engineering consultant which is what we are best at, but also in being an active partner with our clients, to further enhance the City's reputation as an ideal community to live, invest, work, and play in.

We believe our team is well qualified to perform the services requested: We have extensive experience working with Public Agencies in similar assignments. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

- ✓ Successfully providing **similar services to many agencies** for over 32 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.
- ✓ **Understanding of public agencies procedures, and policies**, and extensive experience in preparing staff reports, and **presentations to City Council, Boards and public**.
- ✓ Our services are founded on the principals of **Total Quality Management for Total Customer Care and Satisfaction**.
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.

Thank you for the opportunity to submit this proposal. Should you have any questions, please contact us.



Sincerely,

Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org ; C: 949-702-5612; O: 909-595-8599





II. Qualifications and Experience

(per RFP, limited to 50 pages)

1. COMPANY QUALIFICATIONS

Company Profile:

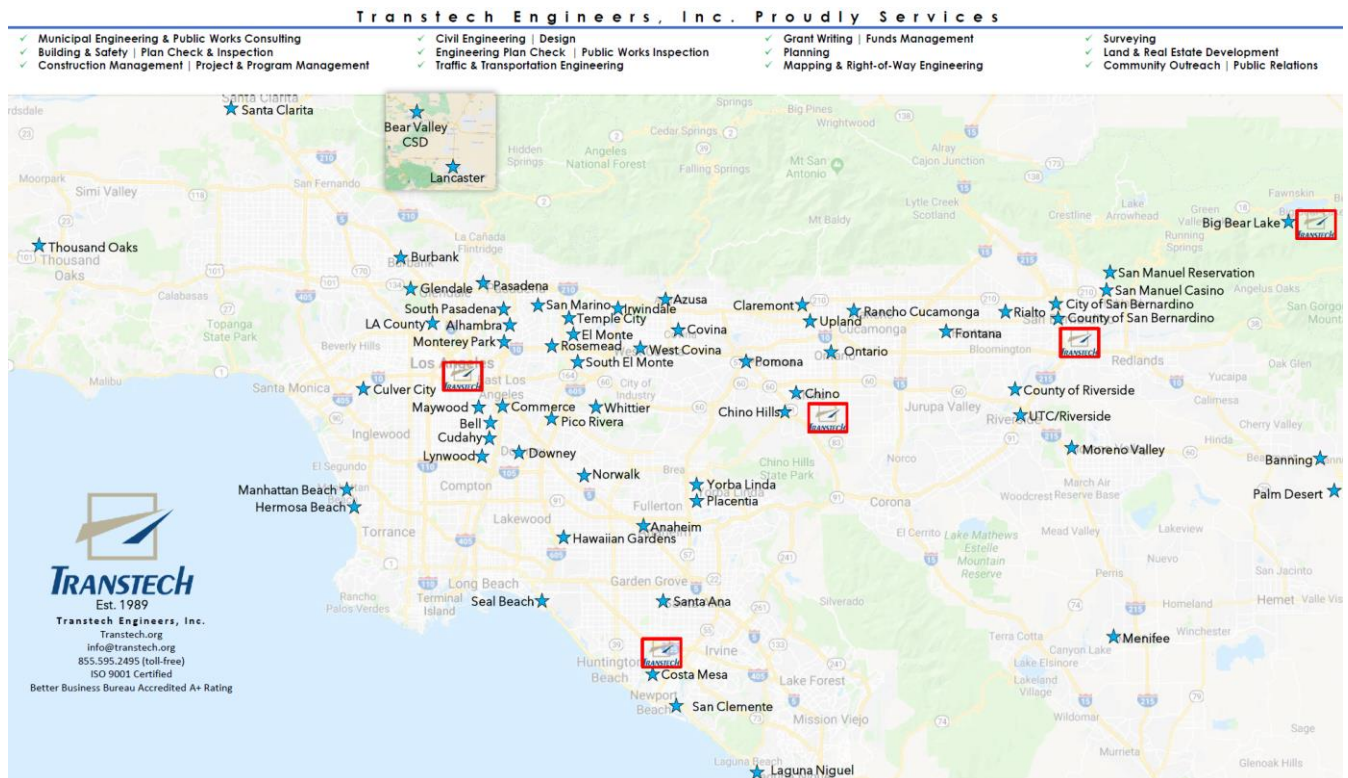
Established in 1989, Transtech (a California Corporation) is a multi-disciplinary engineering consulting firm. Transtech is currently providing municipal services to approximately 65 agencies, and has extensive experience providing services to public sector clients and working in a mixed public agency staff/consultant environment for over 32 years.

Service Capabilities:

Transtech is a multi-disciplinary municipal engineering consulting firm. Our service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Engineering
- Emergency, Support Services

Currently, we are providing municipal, services to approximately 65 agencies:



City of Temple City

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW Insp, Fed Proj Management
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Alhambra

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW Insp, Fed Proj Management
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Commerce

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW Insp, Fed Proj Management
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Tech

City of Big Bear Lake

- ✓ **Building & Safety Services:** Building Plan Review
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Design, CIP and Construction Management, PW PC/Insp, Fed Proj Management

City of Maywood

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of Chino

- ✓ **CIP Management Services:** Transtech is City's Contract CIP Manager for major Public Works Projects.

City of Ontario

- ✓ **CIP Management Services:** Transtech is City's Contract CIP Manager for major Public Works Projects.

City of Monterey Park

- ✓ **Engineering Services/CIP Management:** Engineering Support, Traffic Engineering, CIP Management, PW Plan Check
- ✓ **Building & Safety Services:** Building Official, plan check and as-needed inspection

Bear Valley Community Services District

- ✓ **District Engineering Services/CIP Management:** Engineering Support, Traffic Engineering, CIP Management,

City of South Pasadena

- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Tech

City of Seal Beach

- ✓ **Building & Safety Services:** Building Official, Plan Review, As-needed Inspection

City of Azusa

- ✓ **Building & Safety Services:** Building Plan Review, As-needed Insp

San Manuel Indian Reservation

- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection

San Manuel Casino

- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection

City of Placentia

- ✓ **On-call PM/CM and Development/PW Plan Check:** On-call services.

City of San Clemente

- ✓ **On-call Services:** Development/Public Works Plan Check

City of Rialto

- ✓ **On-call Services:** PW Permit Inspection Services.

City of Culver City**City of South El Monte**

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW Insp, Fed Proj Management
- ✓ **Building & Safety Services:** Building Official, Plan Review, As-needed Inspection, As-Needed Permit Technician

City of West Covina

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW PC, Fed Proj Management
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Rosemead

- ✓ **City Engineering Services:** City Eng, Traffic Eng, Development/Public Works Plan Check, Map and Plan Check, Permit Inspection, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of Pico Rivera

- ✓ **City Engineering and CIP Management Services:** City Engineer and CIP Management.

City of Bell

- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Hawaiian Gardens

- ✓ **Building and Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Downey

- ✓ **Building & Safety Services:** Plan Review, Inspection

County of Riverside

- ✓ **Building & Safety Services:** Plan Review, Inspection

San Bernardino County Housing Authority

- ✓ **On-call Services:** As-Needed Support

City of San Bernardino

- ✓ **On-call Services:** Traffic Engineering, Constr. Management.

City of Moreno Valley

- ✓ **Building & Safety Services:** Plan Review, Inspection

UTC Corporation/City of Riverside

- ✓ **Building & Safety Services:** Plan Review, Inspection, and Support

City of El Monte

- ✓ **On-call Services:** Engineering Support, Traffic Engineering, Construction Management, Development/Public Works Plan Check, Map and Plan Check.

County of Los Angeles

- ✓ **Building & Safety Services:** Plan Review, Inspection

City of Norwalk

- ✓ **Building & Safety Services:** Plan Review

City of San Marino

- ✓ **City Traffic Engineering Services:** City Traffic Engineering

City of Hermosa Beach

- ✓ **Plan Check Services:** Dev Plan Check

City of Banning

- ✓ **On-call Engineering Services:** Eng Services
City of Santa Ana
- ✓ **On-call Services:** Eng and Tech Support Services
City of Chino Hills
- ✓ **On-call Services:** Engineering
City of Anaheim
- ✓ **Engineering Services:** Engineering Services
City of Pasadena
- ✓ **On-call Engineering Services:** Engineering Services
City of Yorba Linda
- ✓ **Traffic Engineering Services:** On-call Traffic Engineering
City of Irwindale
- ✓ **On-call Services:** Construction Management and Inspection Services.
- ✓ **Public Works** Plan Check: PW Plan Check and Pw Inspection
Riverside County Economic Development Agency
- ✓ **On-call Services:** Eng, Building Evaluations, & Surveying
City of Lancaster
- ✓ **Traffic Engineering Services:** On-call City Traffic Engineering
City of Palm Desert
- ✓ **City Traffic Engineering Services:** City Traffic Engineering
City of Lynwood
- ✓ **On-call Services:** Engineering, Construction Management

Experience in Federally and State Funded Projects and LAPM:

We have extensive experience in the management and administration of federally funded projects. In the past few years, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).

Experience in Grants:

Our team has proven track record in obtaining outside grants for its client cities. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, ROW), processing E-76 authorizations, and managing project.

Dedication and commitment to serve public sector clients:

Transtech is currently **providing municipal services to approximately 65 public agencies**. We have **extensive experience providing services to public sector clients** and working in a mixed public agency staff/consultant environment for **over 32 years**. We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff, and coordinate and interact with various City staff members.

Experience with METRO:

We work with METRO on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of over \$200m.

Experience with CALTRANS:

Our team includes experienced staff members who have worked for CALTRANS and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

Experience in Los Angeles County:

We work with LA County PW and coordinate many projects at our contractor Cities with the County. We are also under multi-year contract with the County of Los Angeles to provide Building, Plan Check and Inspection Services.

Experience with SCAG:

We have familiarity with the SCAG long range transportation plans and policies as they affect various cities in the Southern California Region.

Experience in Local Area:

Transtech has a strong presence in LA County and local area, including providing services to several agencies



around Montebello:

City of Commerce

- ✓ Contract Building & Safety and City Eng./City Traffic Eng. Services

City of Monterey Park

- ✓ Contract Building & Safety and City Eng./City Traffic Eng. Services

City of South El Monte

- ✓ Contract Building & Safety and City Eng./City Traffic Eng. Services

City of Rosemead

- ✓ Contract City Eng./City Traffic Eng. Services

Readily available, large pool of staff with diversified expertise:

We have a readily available large of pool of staff with diversified and extensive expertise in requested services and will be able to respond to service requests and mobilize our resources quickly. Our resources include approximately 150 staff members.

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- **Virtual Counter:** We offer virtual meetings with plan checkers. To explore the virtual Plan Check Counter appointment calendar at one of our contract Cities, [click here](#).

Community Benefit Enhancement (CBE):

Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client Cities, we have a proven record of active engagement in City and Community events. This includes involvement or presence at City programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the City wishes us to be a part of. Our goal is not just to serve as a consultant (which is what we are best at) but to also be an active partner with our clients and further enhance the City's reputation as an ideal community to live, invest, work, and play. We are deeply committed to maintaining our partnership with our valued customers, its community, and remain open and enthusiastic to receiving input on how to best serve the City's needs today and in the future. Below are some recent CBE programs we have started, facilitated and/or were part of.



CAL POLY POMONA'S TRANSTECH ENGINEERS SCHOLARSHIP PROGRAM: In honor of our 30th year in business, we wanted to give back and leave an everlasting legacy for young adults in the STEM field. We are very proud to announce that we have partnered with Cal Poly Pomona and have created the Transtech Engineers Scholarship Program. This gift was inspired in part by the team members and interns who attended Cal Poly. The education and skills gained through a polytechnic education at Cal Poly have proven to be a valuable asset to our company.



MONTEREY PARK'S 5TH ANNUAL GERANIUM FESTIVAL AND ARTWORK: The Transtech Team joined the City of Monterey Park at the Geranium Festival. This has become an annual workshop we host for the youth. The Transtech team proudly hosts a STEM Booth focusing on Science, games for the children attending the festival. We used this as an educational opportunity to share our love of engineering with the youth of the community through an interactive booth where we

built small catapults and a personal spider web!



TEMPLE CITY YOUTH COMMITTEE PEDESTRIAN SAFETY BOOTH: Transtech Team volunteered their time at no cost to the City by preparing traffic safety brochures and working together with the youth committee to educate the community about road safety for motorists, pedestrians, and cyclists. Transtech joined the Temple City Youth Committee in hosting the booth that focused on pedestrian safety and included surveys for the community to fill out related to the types of traffic improvements they would like to see around the City, their frequency of using different modes of transportation (walking, cycling, driving), and other traffic related questions.



GIRLS LEADERSHIP AND MENTORING (GLAM) WORKSHOP AT BELL'S MAGNOLIA SCIENCE ACADEMY: The Transtech Team volunteered their Saturday to be part of an incredibly impactful and inspiring panel of women at the 6th Annual GLAM Workshop. Hosted by Magnolia Science Academy in the City of Bell, the workshop included young women between the ages of 10 and 17. The purpose of the workshop is to empower young women to advocate for themselves and others while making positive life choices so they can become the leaders we all know they can be!



HIGH SCHOOL ENLISTEE RECOGNITION CEREMONY THROUGH "OUR COMMUNITY SALUTES": Transtech was honored to be part of the High School Enlistee Recognition Dinner Ceremony through the nonprofit organization "Our Community Salutes". The Ceremony took place in Pico Rivera. It recognized and honored high school enlistees and their commitment to military service as well as provided parents and guardians of enlistees with community support as their son or daughter transition into military service.

Transtech's First Responders Appreciation Initiative:

Giving back to the communities we serve is part of our service philosophy. In response to the global pandemic and the many challenges local businesses experienced, the Transtech Engineers team developed and implemented a unique First Responders Appreciation Initiative that collaborates with local Chambers, supports local restaurants, and appreciates our community's First Responders. The Transtech team personally picks up the meal orders and delivers them to our First Responders. So far to date, we are proud to share that Transtech's First Responders Appreciation Initiative has provided over 350 meals and beverages from 13 local restaurants in 8 cities serving 6 Police/Sheriff Stations and 13 Fire Stations.



2. PROJECT TEAM AND STAFF QUALIFICATIONS

A. General Staff Qualifications

Unique Qualifications:

One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. **We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.**

Working in Mixed Staff/Consultant Environment:

We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff. We coordinate and interact with various in-house City staff members just as another City staff member as part of the City Team.

Licenses and Certificates in Diversified Fields:

- Professional Licensed Engineer (PE)
- Professional Licensed Traffic Engineer (TE)
- Professional Licensed Land Surveyor (PLS)
- Professional Transportation Planner (PTP)
- Licensed General Contractor A and B
- Qualified Storm Water Pollution Prevention Plan Developer (QSD)
- Qualified Storm Water Pollution Prevention Plan Practitioner (QSP)
- General Permit Qualified Industrial Stormwater Practitioner (QISP)
- ICC Certified Building Official
- ICC Certified Sustainability Professional
- ICC Certified Building, Electrical, Mechanical & Plumbing Electrical Plans Examiner
- ICC Certified Commercial Building, Electrical, Mechanical & Plumbing Inspector
- ICC Certified Building Code Official
- ICC Certified Residential Building, Electrical, Mechanical & Plumbing Inspector
- ICC Certified Combination Inspector
- ICC Certified Fire Plans Examiner
- ICC Certified Permit Technician
- ICC Certified CalGreen - California Green Building Plan Examiner
- ICC Certified CalGreen - California Green Building Inspector
- ICC Certified CA Residential Mechanical Inspector
- ICC Certified Plumbing Inspector UPC ICC Certified CA Commercial and Res Plumbing Inspector
- ICC Certified Accessibility Plans Examiner
- ICC Certified Accessibility Inspector
- CAsp, California Access Specialist
- IAPMO Certified CA Residential Mechanical Inspector

Our staff members are involved in many local and national ICC and CALBO committees, and are involved in the development of local and national guidelines and codes:

- Chair; ICC Sustainability Membership Council
- Chair; ICC LA Basin Chapter Inspection Committee
- Commissioner; ICC Codes & Standards Council
- Commissioner; CALBO Green Committee
- Commissioner; ICC/CALBO CA Exam Committee
- Commissioner; CALBO Outreach/Communications Committee
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee
- ICC LA Chapter Accessibility Committee
- Commissioner; CALBO State Licensing Boards Committee



B. Project Organization Chart

	AHMAD ANSARI, PE Contract Principal Former City Eng/PW Dir		MELISSA DEMIRCI, RSP Municipal Services Contract Management	
	MICHAEL ACKERMAN, PE, QSD, QSP, QSIP, Sr. Engineer Support for Project Management, Engineering, Review, when needed	BAHMAN JANKA, TE, Principal Traffic Engineer Support for Traffic Engineering, when needed Former City Traffic Engineer		
	CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer Support for Project Management, Engineering, Review, when needed	ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, CPESC, LEED AP, D.WRE, Sr. Engineer Support for Project Management, Engineering, Review, when needed		
	DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer Support for Map Check, when needed	JEFFREY KAO, PE, CASp, CBO, Sr. Engineer Support for ADA CASp Review, when needed		
	ALI F. ZAGHARI, PE, PMP, Sr. Engineer Support for Coordination with Caltrans for projects involving Caltrans, when needed Former Caltrans District 7 Dep. Dir/Traffic Operations	JANA ROBBINS, PTP, RSP, Professional Transportation Planner Support for Traffic/Transportation Planning, when needed		
	NORMAN BACULINAO, PE, TE, Sr. Traffic Engineer Support for Traffic Signal System/Operations, when needed Former City Traffic Engineer	MOHAMMED MOSTAHKAMI, PE, Sr. Engineer Support for Project Management Former City Eng/PW Dir		
	OKAN DEMIRCI, PE, QSD, QSP, Project Manager Support for CIP Management, when needed	CRAIG WHEELER, Licensed A General Eng. Contractor, Sr. Construction Manager Support for Construction Management, when needed		

C. Resumes

Following are Resumes of some of our key staff members who may be involved in providing various services:

AHMAD ANSARI, PE, Contract Principal



Education

- BS in Engineering, MBA

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California, including:

- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer.

He has managed CIP Programs and Public Works Operations, and served as the responsible in charge of numerous multi-disciplinary teams, including:

- Capital Improvement Program project management and delivery
- Real Property/Right of Way acquisition and management
- Traffic and Transportation engineering
- Private Development/Entitlement process review and approval
- Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/stripping, fleet
- Special Districts, Landscape/Lighting Assessment
- Electric Utility

MELISSA DEMIRCI, RSP, Municipal Services Contract Management



Education

- BS in Civil Engineering

Registrations/Certifications

- Road Safety Professional

Highlights

Mrs. Demirci has over 12 years of experience in Municipal Services, including City & Traffic Engineering and Building Services. She serves as Project Manager as one of Transtech's representative for Municipal Services at various Cities.

Her prior experience includes working at the City of Los Angeles, Mayor's Office Energy and Environment Team while completing her civil engineering degree at Cal Poly Pomona.

MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer



Education

- BS in Engineering

Registrations/Certifications

- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans

- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

Highlights

Mr. Ackerman has over 20 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

- Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.
- City of San Bernardino: Mr. Ackerman was involved in various projects including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City.
- City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.

Public Works Projects Experience: Mr. Ackerman has also served as Project Design Engineer, Project Manager, and Construction Manager/Resident Engineer on a number of projects.

BAHMAN JANKA, TE, Principal Traffic Engineer



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Traffic Engineer

Highlights

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning.

He has served as City Traffic Engineer and Transportation Administrator for public agencies, including:

- City of Pasadena, California: Transportation Administrator
- City of Santa Clarita, California: City Traffic Engineer
- City of Fremont, California: Associate Transportation Engineer
- City of Palo Alto, California: Associate Transportation Engineer
- Entranco Engineers, Bellevue, Washington: Transportation Engineer.

CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer



Education

- BS in Civil Engineering,

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Pineda has over 30 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He has served as Principal Project Manager for a variety of projects.

Public works design experience covers a wide variety of projects, including the improvement of major arterials, secondary highways and collectors, flood control and drainage projects, water and waste water projects, ADA retrofit, and safe routes to school projects. He has a good understanding and knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Private sector design experience covers a wide range of projects including residential master planned communities and "in tract" residential improvements. In-tract residential improvements included the design and construction of domestic and reclaimed water infrastructure to serve the new developments.

He supervised project managers, engineers and designers in the preparation of Plans, Specifications and Estimates for the construction of Civil Engineering projects, including residential subdivisions, school facilities, public works projects and community parks. He provided Quality Assurance and Quality Control for the Projects. He has also provided engineering support during the Construction Phase of the projects, including responding to RFI's, plan revisions, review of submittals etc.

ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, CPESC, LEED AP, D.WRE, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer, QSD, QSP, CPSWQ, CPESC, LEED AP

Highlights

Mr. Mazboudi has 34 years of progressively responsible, diversified experience in public works, engineering, utilities, development engineering, facilities maintenance, sustainability, environmental programs and project management in both the public and private sector, supported by a strong educational background in civil engineering, geographic information systems, water quality/urban runoff, and environmental programs. His experience includes:

- City of San Clemente - PW Department, Deputy Director/Engineering
- City of San Juan Capistrano - PW/Utilities Department, Senior Civil Engineer
- City of Westminster - PW Department, Associate Civil Engineer/Development Engineer
- City of La Habra - PW Department, Assistant Civil Engineer.

Special International Projects:

- US Green Building Council (www.usgbc.org), Egyptian Green Building Council (EGBC)

Represented the US Green Building Council, to assist in the formation of the EGBC. Provided lectures on the role of government in Green Building and on the US Green Building Program, LEED.

- USAID International Development Agency (www.usaid.gov), In partnership with USAID and ICMA Kingdom of Jordan Commercial/Industrial Environmental Audit
In partnership with USAID and ICMA, developed a training manual for the audit of



commercial and industrial facilities in Jordan. Performed audits in Jordan and provided recommendations to the Minister of the Environment and the Minister of Local Government.

DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer



Education

- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications

- Registered Civil Engineer
- Licensed Land Surveyor

Highlights

Mr. Ragland is a civil engineer and land surveyor has over 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction.

JEFFREY KAO, PE, CBO, CASp, ICC Certified Building Official, Plans Examiner and Inspector



Education

- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications

- Registered Civil Engineer; CASp
- ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights

Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.

JANA ROBBINS, PTP, RSP, Sr. Transportation Planner



Education

- BA, Cal Poly Pomona

Registrations/Certifications

- Licensed Professional Transportation Planner

Highlights

Ms. Robbins has over 25 years of experience. She serves as one of Transtech representatives at various Cities, prepares traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, traffic calming reports, parking studies, responds to requests from Public and City Officials and attends Traffic Commission, Planning Commission, City Council Meetings as well as Design Review Board meetings. On behalf of client Cities, reviews traffic impact studies and parking analysis submitted by developers and represents contract Cities at Commission meetings when these projects are reviewed. She works directly with staff in the departments of public works, planning, engineering, and community development at each

client city. She attends community forums and neighborhood block meetings to discuss and answer questions about current and future traffic conditions. She prepares traffic impact studies for development projects in Southern California, which involves the coordination with developers, as well as local and regional agencies.

NORMAN CAESAR M. BACULINAO, PE, TE, Sr. Traffic Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil and Traffic Engineer

Highlights

Mr. Baculinao has 30 years of experience in Traffic Engineering. He has strong Traffic Signal System Operation experience, including Traffic Management Centers or TMC. He is technology oriented and has extensive working knowledge of new (Intelligent Transportation System) ITS standards, the System Engineering Process; Traffic Signal System Integration, Video Detection, CCTV systems, twisted pair communication system, fiber optic cables, Ethernet, Light Emitting Diode (LED) signals, Red Light Camera Systems, etc.

His experience includes:

- County of Ventura, California: Traffic Engineering Manager
- City of Pasadena, California: Traffic Engineering Manager
- City of Santa Clarita, California: Associate Traffic Engineer
- City of Stockton, California: Assistant Traffic Engineer
- City of Roseville, California: Assistant Traffic Engineer

ALI F. ZAGHARI, PE, PMP, Sr. Engineer



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Zaghari has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans).

His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director (DDD) for Traffic Operations at Caltrans District 7 in Los Angeles. As a member of District 7 Executive Team, Mr. Zaghari was responsible for policy, development and implementation of the traffic operations assets and the safe mobility of all users of the State Highway System (SHS) consisting of approximately 1500 center miles of freeways and conventional highways in Los Angeles and Ventura counties. He managed an operating budget of approximately \$70M encompassing both operations management and capital outlay support needs. The organization under his leadership included critical functions such as Intelligent Transportation Systems (ITS), Traffic Design, District Traffic Manager (DTM), Corridor Management, System Performance, and Encroachment Permits.

MOHAMMAD MOSTAHKAMI, PE, Sr. Engineer, QC/QA**Education**

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Mostahkami has over 35 years of experience. His experience includes working for various Public Agencies as Public Works Director, City Engineer, Project Engineer, Plan Checker, Designer, including for the Cities of:

- Downey, PW Director
- South Gate, PW Director, City Engineer,
- Arcadia, Civil Engineer.

OKAN DEMIRCI, PE, QSD, QSP, MBA, Project Manager**Education**

- BS in Engineering

Registrations/Certifications

- Registered Civil Engineer
- Caltrans Resident Engineer Academy,

Highlight

Mr. Demirci has approximately 10 years of experience. Mr. Demirci serves as Assistant Public Works Director, Assistant City Engineer, CIP Program Manager at Transtech's Contract Cities and provides technical and management support. Mr. Demirci completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM). Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities, and manages various capital improvement programs including state and federal funded programs.

Mr. Demirci's experience also includes working as Resident Engineer, Project Manager and Construction Manager on various projects (including federal and state funded projects). He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Examples of his project experience includes:

- City of Chino, CIP Program Manager
- City of South El Monte, CIP Program Manager
- City of Monterey Park, CIP Program Manager
- City of Commerce, CIP Program Manager
- City of Temple City, CIP Program Manager
- City of Cudahy, CIP Program Manage

CRAIG M. WHEELER, Sr. Construction Manager**Education**

- BA

Registrations/Certifications

- NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments)
- Licensed A General Eng. Contractor

Highlights

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to the City project manager, providing recommendations and responses for contractor RFIs, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews. He has inspected projects that are funded with State and Federal Funds, and is familiar Caltrans LAPM for Contract Administration.

Following are examples of projects where Mr. Wheeler served as the Project Inspector and provided on-site CM Support:

- 2019 Residential and Arterial Pavement Improvement, I-159/I-139; City of Torrance
- Public Works Inspection (Staff Augmentation); City of Newport Beach
- Alicia Parkway Rehabilitation; City of Aliso Viejo
- FY 2017-18 Street Rehabilitation; City of La Habra Heights
- Beltway Operational Improvements; Caltrans | Bakersfield
- University Drive Widening (Campus to MacArthur); City of Irvine
- The Tracks at Brea – Segment No. 4; City of Brea
- CDBG Asphalt Repairs and Asphalt Overlays FY 2017; City of Mission Viejo
- Annual Pavement Preservation Program FY 2018-19 and 2015-16; City of Yorba Linda
- FY 2015-2016 Annual Citywide Sidewalk Repairs; City of Santa Monica
- Manhattan Beach Water Line and Street Improvements; City of Manhattan Beach
- Harbor Boulevard Median and LS Improvements; City of Costa Mesa
- Citywide Sewer Repairs; City of West Hollywood
- Emergency Storm Drain Repair; City of Torrance
- Concrete Repair Program, Phase VI (CDBG); City of West Hollywood
- Bedford Canyon Road Realignment; City of Corona
- Ontario Avenue Median Improvements; City of Corona
- SR-60/Market Street Improvements; City of Riverside
- Rimpau Park; City of Corona
- LAX Terminal Fuel Access Transmission Line Installation and Taxiway Paving Improvements

3. STAFF AVAILABILITY

Readily available, large pool of staff with diversified expertise:

We have a readily available large of pool of staff with diversified and extensive expertise in requested services and will be able to respond to service requests and mobilize our resources quickly. Our resources include approximately 150 staff members.



4. PROJECT EXPERIENCE

Sample Projects Representative of Transtech's Experience in Civil Engineering:

- 2016, 2017, 2018, 2019, 2020 Annual City-wide Street Rehabilitation Project, City of Commerce: Prepared Design/PS&E as well as provided construction management and inspection services. Cost: \$20m.
- 2015, 2016, 2017, 2018, 2019, 2020 Annual City-wide Street Rehabilitation Project, City of Temple City: Prepared Design/PS&E as well as provided construction management and inspection services. Cost: \$10m.
- 2019, 2020 Annual City-wide Street Rehabilitation Project, City of West Covina: Prepared Design/PS&E as well as provided construction management and inspection services. Cost: \$3m.
- Water Improvement Project, Location 2, Nicolet St., Cottonwood Rd., George St., 12th St., 114th St., City of Banning: The project involved installation of new 8" and 12" D.I. watermain, water service laterals, fire hydrant, water meters and other miscellaneous improvements. Cost: \$1.5m.
- Agnes Ave Water and Sewer Improvements, City of Lynwood: The project involved installation of waterline, sewer line, and street rehabilitation, AC reconstruction, concrete improvements. Completed: 2021. Cost: \$3m.
- CSUSB (Cal State SB University) San Bernardino Campus Access Road: Prepared PS&E and provided construction administration for the project. Improvements included approximately 1-mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$5M.
- City of San Bernardino Campus Parkway Roadway Design: Prepared PS&E as well as provided construction management and inspection services for the project. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping. Cost \$6M.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Jumpstart Improvement Project: Prepared PS&E for Federally Funded Jump Start Improvement Package #1-Rail Grade Crossing Improvements for Alameda Corridor Agency East (ACE). Project involved 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$8M.
- Shandin Hills Specific Plan: Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240-acre 1049 dwelling unit community in the City of San Bernardino. Drafted the Specific Plan and prepared the master tentative map.
- Arrowhead Springs Specific Plan (including annexation into the City): Approximately 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation, and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino): Drainage, Sewer and Water Master Plan: Approximately 500-acre area for future 1,100-unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- University of California, Riverside, West Campus Infrastructure: Prepared West Campus Infrastructure Development Design/Study, which identified utility and surface infrastructure requirements, and how these improvements could be phased to accommodate proposed campus growth, for an area of 236.8 acres to support approximately 5 million gross square feet of academic, research, support, and student housing facilities.
- City of San Bernardino Water Projects: Design and construction management of 3500 feet of 20 to 36-inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12-inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- City of Riverside Water Projects: Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.



- Eastside Water Treatment Facility (EWTF) Phase 3 Expansion, City of Chino: The project involved the expansion of the treatment capacity at the EWTF from 3,500 gallons per minute (gpm) to 7,000 gpm which includes pre-filters, Granular Activated Carbon (GAC) vessels, and an ion exchange system, construction of dual brine pipelines. Completed: Construction is in progress, scheduled to be completed in late 2022. Cost: \$20m.
- Brewster Ave Water and Sewer Improvements, City of Lynwood: The project involved installation of waterline, sewer line, and street rehabilitation, AC reconstruction, concrete improvements. Completed: 2021. Cost: \$1.5m.

Sample Projects Representative of Transtech's Experience in Plan Check:



Agency: CITY OF TEMPLE CITY

Project: Blossom Walk Residential Development (Valuation \$6 m). This development includes 24-unit condominiums and 4 single family homes.

Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- Building Plan Check and Inspection.
- Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF SOUTH EL MONTE

Project: Chico Residential Development (Valuation \$15 m). This development includes 13 buildings with 70 residential units.

Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- Building Plan Check and Inspection.
- Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF COMMERCE

Project: Warehouse with Office Space Development (Valuation \$20 m). This development includes one-story of warehouse with mezzanines for office use of 114,898 square feet of total floor area in a 5.65-acre lot.

Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- Building Plan Check and Inspection.
- Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

**Agency: CITY OF ALHAMBRA**

Project: Main Street Collection (Valuation \$23m). This development includes 4-story mixed-use project with 8,200 sf retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units.

Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- Building Plan Check and Inspection.
- Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

**Agency: CITY OF WEST COVINA**

Project: Medical Center Building (valuation \$20m). This project is a new Medical Office Building of approximately 55,000 sf that will operate 24/7 providing a radiation oncology department and infusion department.

Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- Building Plan Check and Inspection.
- Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

**Agency: SAN MANUEL BAND OF MISSION INDIANS TRIBE AND CASINO****Project: Casino Expansion/Development (valuation \$700M):**

This project involves Casino's expansion program, which includes casino renovation, new hotel, entertainment center, parking structure, pedestrian bridges, alignment of entry and exit roads, and various other improvements.

Transtech provided following services:

- Building Plan Check and Inspection.
- Fire Plan Check.

Transtech serves as the Tribe's and Casino's (they are 2 separate entities) Contract Building Official, Plan Checker, Inspector and Fire Marshall.

Sample Projects Representative of Transtech's Experience in Construction Management, CIP Management, Inspection:

**Washington Boulevard Widening and Reconstruction Project (\$30M):**

Transtech provided CM/CI/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2.7 miles of Roadway, Traffic Signals, Street Lighting, Landscape, Improvements at I-5 and at 710 Freeways ramps. The project was federally funded and was managed in compliance with Caltrans Local Assistance Procedures Manual. The project was also a Caltrans Oversight Project.

AWARD: This project was recognized as one of the projects of the year as part of the 2017 American Public Works Association (APWA) BEST Award, in the category of Transportation Projects.





Rosemead Boulevard Improvements Project (\$20M): Located in the City of Temple City, this was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project included protected bike lanes, widening and reconstruction of 2 miles of roadway (including approx. 6,000 tons rubberized AC overlay).



Rte 71/Mission Bl Grade Separation Project (\$40M): This project was a Federally Funded project located the City of Pomona and included construction of a bridge/grade separation. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. Caltrans was the oversight/jurisdictional Agency.



Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project (\$21M): This project was part of the State Local Partnership Program SLPP Grant in the City of Moreno Valley (\$21M). Transtech provided construction management, resident engineer, inspection, and office engineer services.



AWARD: This project was recognized with a project achievement award by the Construction Management Association of America (CMAA) for Construction Management Services under the Public Works Category for \$11M-\$50M ranged projects.



Slauson Avenue ADA Improvements and Tree Replacement Project (\$1.5M): Located in the City of Commerce, this project was funded thru City's Measure AA Funds. The project included removal of 149 overgrown Ficus trees that displaced the sidewalk in some areas up to 2 feet high and replaced them with new ADA compliant sidewalk and planted 433 drought tolerant trees in their place. Transtech prepared the PS&E, as well as provided construction management, resident engineer, inspection, labor compliance and office engineer services.



Bogert Trail Bridge Widening Project (\$5M): Located in the City of Palm Springs, this project was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project involved bridge widening, retrofit, and beautification elements.



City of Ontario, C Block Parking Structure (DB, Design-Build Project, Project Value: \$15M): This project is being delivered under DB delivery method. Transtech is the City's Owner's Representative/Program Manager. Transtech also prepared DB Pre-Qualification and RFP Packages, (as a reference, please click [HERE](#) to review the DB Pre-Qualification and RFP Packages prepared by Transtech).



City of Whittier, Uptown Parking Structure (DBB, Design-Bid-Build Project, Project Value: \$12M): The project involved construction of a 4 story, 450 stall parking structure, and includes elements such as bicycle and motorcycle parking and provisions for future photovoltaic panels.. The project was delivered as DBB. Transtech served as Construction Manager. This project is located in Whittier.



City of Alhambra Civic Center Library Project (\$25M): Transtech provided plan check, inspection, construction management, and owner representative services, the project included construction of a 45,000 SF Library with an underground parking garage.



Renaissance Plaza (\$15M): This project was located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. Transtech served as the City's Building Official, Plan Checker and Inspector for this project including construction manager of the parking structure, public plaza, and other improvements.



Rosewood Community Center (\$25M): Transtech was retained by the City of Commerce to take over the management of this multimillion-dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City to start the move-in process, and 2 months after, the facility was opened for public use.



Garfield Avenue Parking Structure (\$8.5M): This project included a 5-story level, 600 space parking structure as part of the Alhambra Redevelopment Agency and Downtown Redevelopment. Transtech provided plan check, inspection, construction management and owner representative services.



Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge (25M): This project is in Corona and included 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over railroad tracks. Transtech provided inspection and construction management services for the construction of this federally funded project.



City of San Bernardino Santa Fe Depot/Metrolink Parking Structure and Historic Santa Fe Depot Renovation Project (\$25m): This project included The Parking Structure involved the construction of a 3-level parking structure for 350 cars. Historic Santa Fe Depot Renovation involved renovation for adoptive reuse of 60,000 sf historical Santa Fe Train Depot.



Citywide Parks Improvement Project (\$2.5M): This project included installation of park equipment (playground, picnic shelters, benches), construction of ADA improvements, and various PCC improvements at 13 parks in the City of Monterey Park. Transtech provided CIP project management which included bid package preparation, project management and coordination.



Salt Lake Park Splash Pad Project (\$1M): This project was located at Salt Lake Park in the City of Huntington Park. Transtech provided construction management, resident engineer, inspection, and office engineer services.



Cascades Waterfall Renovation Project (\$600K): This project included the renovation of the Cascades Waterfall landmark in Monterey Park, which included lighting, plastering of the fountain, painting, ADA improvements, PCC walkway improvements, and landscaping. Transtech provided CIP project management which included bid package preparation, project management and coordination.



Lugo Park, Soccer Field and Park Improvements Project (\$1.6M): This project was partially funded through CDBG funds in the City of Cudahy. Transtech prepared the PS&E as well as provided construction management and inspection services for a regulation soccer field with artificial turf on existing baseball field, DG walking path, landscaping, parking lot expansion, concrete plaza, lighting, drainage, bathroom, and concession stand ADA improvements.



Garvey Ranch Basketball Court Improvements (\$200K): This project included construction of new PCC basketball court installation, striping, basketball hoops, fence, and PCC walkway in Monterey Park. Transtech provided bid package preparation, project management and coordination.

Sample Projects Representative of Transtech's Experience in Traffic Engineering:

In addition to providing many diversified services to approximately 65 agencies, we are also providing Traffic Engineering and Transportation Planning Services, including serving as Contract City Traffic Engineer for several agencies:

- ✓ City of Commerce - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer, Contract City Building Official
- ✓ City of Temple City - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer, Contract City Building Official
- ✓ City of South El Monte - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer, Contract City Building Official
- ✓ City of West Covina - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer, Contract City Building Official



- ✓ City of Alhambra - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer, Contract City Building Official
- ✓ City of Big Bear Lake - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer, Contract City Building Official
- ✓ City of Rosemead - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer
- ✓ City of Maywood - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Engineer, Contract City Traffic Engineer
- ✓ City of San Marino - Services Provided: Traffic Engineering and Transportation Planning Services; Contract City Traffic Engineer
- ✓ City of Cudahy - Services Provided: As-needed Traffic Engineering and Transportation Planning Services; CIP Services; Building & Safety Plan Check Services
- ✓ City of Monterey Park - Services Provided: As-needed Traffic Engineering and Transportation Planning Services; CIP Services; Building & Safety Services
- ✓ City of Palm Desert - Services Provided: As-needed Traffic Engineering and Transportation Planning Services
- ✓ San Manuel Tribe and Casino - Services Provided: As-needed Traffic Engineering and Transportation Planning Services; Engineering Services; CIP Services; Building & Safety Services
- ✓ City of Lancaster - Services Provided: As-needed Traffic Engineering and Transportation Planning Services
- ✓ City of Yorba Linda - Services Provided: As-needed Traffic Engineering and Transportation Planning Services
- ✓ City of Norwalk - Services Provided: As-needed Traffic Engineering and Transportation Planning Services; Building & Safety Services
- ✓ City of Pomona - Services Provided: As-needed Traffic Engineering and Transportation Planning Services
- ✓ City of Moreno Valley - Services Provided: As-needed Traffic Engineering and Transportation Planning Services; Building & Safety Services
- ✓ City of San Bernardino - Services Provided: As-needed Traffic Engineering and Transportation Planning Services

Sample Projects Representative of Transtech's Experience in Grants and Funding:

Our team has proven track record in obtaining outside grants for its client cities. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. Just recently, our firm obtained approximately \$80m in funding from METRO for 710 North Corridor Mobility Improvements Projects under Round 2 applications, including \$9m for Monterey Park, \$27m for Rosemead, and \$76m for Alhambra. We also obtained approximately \$150m under Round 1 projects for our client cities. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, ROW), processing E-76 authorizations, and managing project.

- ✓ **City of Monterey Park:** 2018 Active Transportation Program (ATP) Cycle 4, Citywide School and Crosswalk Safety Improvements Project, Awarded Funding Amount: \$1,367,000
- ✓ **City of Monterey Park: 2018** Highway Safety Improvement Project (HSIP) Cycle 9, Signal Safety Enhancement Project, Awarded Funding Amount: \$540,000
- ✓ **City of Alhambra: 2018** Highway Safety Improvement Project (HSIP) Cycle 9, Pedestrian Safety Improvements at Signalized Intersections Project, Awarded Funding Amount: \$600,000
- ✓ **City of South El Monte: 2018** Highway Safety Improvement Project (HSIP) Cycle 9, Signal Safety Enhancement Project, Awarded Funding Amount: \$876,000
- ✓ **City of Beaumont: 2018-19** Rubberized Pavement Grant Program (Cal Recycle), Awarded Funding Amount: \$299,500
- ✓ **City of Commerce: 2018-19** Rubberized Pavement Grant Program (Cal Recycle), Awarded Funding Amount: \$348,600



- ✓ **City of Commerce: 2016-17** Rubberized Pavement Grant Program (Cal Recycle), Awarded Funding Amount: \$281,400
- ✓ **City of Huntington Park: 2016** Active Transportation Program (ATP) Cycle II, Uncontrolled Crosswalk SRTS Ped Safety Project, Awarded Funding Amount: \$1,032,000
- ✓ **City of Cudahy: 2016** Active Transportation Program (ATP) Cycle III, Atlantic Ave Bicycle and Ped Enhancement Project, Awarded Funding Amount: \$1,784,000
- ✓ **City of San Gabriel: 2016** Highway Safety Improvement Project (HSIP) Cycle 8, Install overhead flashing beacon, Awarded Funding Amount: \$270,200
- ✓ **City of Pico Rivera: 2016** Highway Safety Improvement Project (HSIP) Cycle 8, Sign Improvements Project, Award Amount: \$696,300
- ✓ **City of Vernon: 2016** SCAG Sustainability Planning Grants Program, Transit Route Feasibility Study, Awarded Funding Amount: \$60,000
- ✓ **City of Rosemead: 2015** Metro (MTA) Call for Projects, Garvey Avenue Regional Access & Capacity Improvement Project, Awarded Funding Amount: \$2,316,000
- ✓ **City of Rosemead: 2015** Highway Safety Improvement Project (HSIP) Cycle 7, Installation of HAWK Project, Awarded Funding Amount: \$241,300
- ✓ **City of Monterey Park: 2015** Metro (MTA) Call for Projects, Monterey Pass Road Complete Streets Bike Project, Awarded Funding Amount: \$1,994,000
- ✓ **City of San Gabriel: 2015** Highway Safety Improvement Project (HSIP) Cycle 7, Signal Safety Enhancements Project, Awarded Funding Amount: \$570,000
- ✓ **City of Huntington Park: 2015** Active Transportation Program (ATP) Cycle III, Citywide Uncontrolled Crosswalk Pedestrian Safety Enhancement Project, Awarded Funding Amount: \$1,757,000
- ✓ **City of Cudahy: 2015** Active Transportation Program (ATP) Cycle II, Wilcox Avenue Complete Streets and SRTS Project, Awarded Funding Amount: \$1,344,000
- ✓ **City of Cudahy: 2015** Metro (MTA) Call for Projects, City Wide Complete Streets Improvement Project, Awarded Funding Amount: \$2,134,000
- ✓ **City of Cudahy: 2015** Highway Safety Improvement Project (HSIP) Cycle 7, Salt Lake Ave Safety Project, Awarded Funding Amount: \$363,000
- ✓ **City of Commerce: 2015-16** Rubberized Pavement Grant Program (Cal Recycle), Awarded Funding Amount: \$204,500
- ✓ **City of Commerce: 2014-15** Rubberized Pavement Grant Program (Cal Recycle), Awarded Funding Amount: \$145,200
- ✓ **City of Alhambra: 2013** Metro (MTA) Call for Projects, Valley Boulevard Ped Improvement/Walking Viability Project, Awarded Funding Amount: \$323,000
- ✓ **City of Commerce: 2013** Metro (MTA) Call for Projects, Atlantic Blvd: Washington to Como Goods Movement Project, Award Amount: \$631,000



5. REFERENCES

Client Name: City of Monterey Park (Year started and completed: 2013 – Ongoing Service)

- Services Provided: Engineering, Traffic Engineering, CIP Management, Design, Construction Management, Inspection, Federally Funded Project Management, Building Official, As-needed Plan Review, Inspection, Permit Technician
- Contact: Ron Bow, City Manager, 626-307-1255; E: rbow@montereypark.ca.gov

Client Name: City of Commerce (Year started and completed: 2003 – Ongoing Service)

- Services Provided: City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, Permit Technician
- Contacts: Jose Jimenez, Development Services Director; T: 323-722-4805; E: jjimenez@ci.commerce.ca.us

Client Name: City of South El Monte (Year started and completed: 2018 – Ongoing Service)

- Services Provided: City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection
- Contact: Rene Salas, Assistant City Manager; T: 626-579-6540, Ext. 3040; E: rsalas@soelmonte.org

Client Name: City of Temple City (Year started and completed: 2012 – Ongoing Service)

- Services Provided: Services Provided: City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, as needed Permit Technician
- Contact: Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us

Client Name: City of West Covina (Year started and completed: 2019 – Ongoing Service)

- City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, Permit Technician
- Contact: David Carmany, City Manager; T: 626-939-8401 E: dcarmany@westcovina.org

Client Name: City of Alhambra (Year started and completed: 1993 – Ongoing Service)

- City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, Permit Technician
- Contact: Lucy Garcia, Assistant City Manager; T: 626-570-5010 E: lgarcia@cityofalhambra.org

Following are few Reference Letters from our Client Cities:



CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

**City Council**

Peter Chan
Hans Liang
Henry Lo
Fred Sornoso
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

March 10, 2022

Re: Letter of Recommendation – Transtech Engineers, Inc.

Transtech has been providing high-quality services to the City of Monterey Park since 2012.

Currently, Transtech is providing both Building and Safety Services and Engineering Support in the capacity of City and Traffic Engineering, Public Works Plan Check, CIP Management, Grant/Funding Management, and as-needed Professional Services inclusive of staff augmentation, planning, design, project management, construction management, and inspection.

They also serve as the Building Official, providing Building Inspection and Building Plan Check/Review services. Transtech implemented expedited review services to support the building department for reviewing development projects in the City.

Notably, they have been especially helpful in expediting the delivery of the City's CIP projects, including numerous Master Plan and ADA projects for our parks, and securing substantial funding allocations for infrastructure projects for the City.

Transtech remains customer service-oriented and professional in all its interactions with City Staff, the public, applicants, and residents. They are responsive to our and the community's needs and provide excellent services.

I am very confident in recommending their professional services. If you have any questions, feel free to contact me at (626) 307-1255 or at rbow@montereypark.ca.gov.

Thank you.

A handwritten signature in blue ink, appearing to read "Ron Bow".

Ron Bow
City Manager

Pride in the Past • Faith in the Future





CITY OF COMMERCE

Jose D. Jimenez, Director of Economic
Development and Planning
**ECONOMIC DEVELOPMENT AND
PLANNING**

March 8, 2022

Subject: Transtech Engineers, Inc. Letter of Reference – City of Commerce

It is my pleasure to recommend and provide full support for Transtech Engineers, Inc. As Director in two different municipalities, I've had the distinct pleasure of utilizing Transtech for a variety of municipal services. Currently, we partner with Transtech Engineers, Inc. to provide Building and Safety Services, as well as City Engineering Services to the City of Commerce.

They serve in the capacity of Building Official, Permit Technician, Building Inspector, Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

Transtech has always provided the highest quality work. Their staff is professional and courteous; their work is efficient and cost effective; and they truly are a partner to the City of Commerce.

Within the two municipalities where I partnered with Transtech, their staff has always been professional and extremely responsive to the needs of the respective cities. They provide excellent customer service in all of the interactions with City Staff, the Departments, and the public.

Their leadership and continued service commitment to the City has been to the highest degree of service that one can expect.

If you have any further questions, please feel free to contact me at jjimenez@ci.commerce.ca.us, or via phone at (323) 722-4805 ext. 2389.

Sincerely,

Jose D. Jimenez
Director of Economic Development and Planning

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 888-6841





CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
PHONE (626) 579-6540 * FAX (626) 579-2409



March 7, 2022

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Transtech Engineers, Inc. who currently provides both full-service City Engineering and Building and Safety Services for the City of South El Monte.

They serve in the capacity of the City's Building Official, Building Plan Check/Review, City & Traffic, Public Works Engineering, Inspection, and Permitting, CIP Management, Construction Management, Grant Management, and as-needed Professional Services. They have been successful in securing funding as well as managing federally funded projects for the City.

Their team has successfully delivered several projects for the City. Their staff has provided excellent quality of services to the City of South El Monte, with a high attention to detail and customer service. We are very satisfied with their services.

Their leadership and continued service commitment to the City has been exemplary.

Transtech provides high-quality professional staff and work. Their entire staff is professional, efficient, and productive, while having the City's best interest. I can confidently recommend their services.

Sincerely,

Colby Cataldi
Community Development Director
ccataldi@soelmonte.org



9701 Las Tunas Drive • Temple City • California 91780 • 626-285-2171

March 14, 2022

Subject: Letter of Reference, Transtech Engineers, Inc. – Municipal Services

Transtech Engineers, Inc. has continuously served the City of Temple City since 2012, providing a full array of City Engineering, Building and Safety, and Construction Management services. Throughout their tenure in Temple City, where I have served as City Manager since 2014, they have cost-effectively provided high-quality services with highly qualified professionals and expertise which has been of excellent service to Temple City.

Transtech employees and management are responsive to any issues and requests and provide expert advice to complex and day-to-day municipal concerns. The Transtech team provides the City of Temple City with a broad array of municipal services, including serving as the City Engineer, City Building Official, CIP Project Construction Manager, and City Traffic Engineer. In addition, the firm provides the City with Building Plan Check Review and, as needed, Professional Services, including planning, public works project design and compliance services, building and public works inspection services, and construction management services.

Transtech serves as a vital and critical partner to the City of Temple City in delivering excellent service to the community. For example, during the pandemic, the City continued providing building and engineering services mainly due to the partnership with the City staff and Transtech management and employees in delivering virtual building and plan check reviews and permitting services. This partnership led to a seamless transition of services during the pandemic, allowing for uninterrupted service continuity.

Based on my experience working directly with Transtech's management and staff and the feedback we receive from the Community, City Staff, and other stakeholders, we have been very satisfied with the quality of work and services provided to the City. Based on my direct experience, I would highly recommend their services. If you have any questions, please call me directly at 626-285-2171, ext—4105, or e-mail at bcook@templecity.us.

Sincerely,

Bryan Cook
City Manager



March 7, 2022

Subject: Letter of reference: Transtech Engineers, Inc.

Transtech has been providing services to the City of West Covina since 2019. Transtech provides a full suite of City Engineering and Building & Safety services. The firm currently serves in the capacity of City Engineer, City Traffic Engineer, Public Works Engineering, Public Works Permitting and Inspection, Capital Improvement Program Management, Project and Construction Management, Design, Grant Writing & Management, providing as-needed Professional Services, Building Official, Plans Examiner, Building Inspector, and Permit Technician.

Transtech exemplifies public service. The firm has proven to be quite responsive to community needs and is a vital City partner. Since they came aboard, West Covina residents and applicants have consistently complimented us on their work on our behalf. In their roles they frequently interact with the public, residents, businesses, and community members and have always provided the highest level of customer service and project delivery.

Transtech has helped West Covina define bold new horizons of community service. During the pandemic the Transtech team continued to provide exceptional service to the City, introducing an electronic plan check portal and streamlining Building and Safety operations for more efficiency. Their leadership and continued service commitment to the City has been exceptional. Additionally, the firm has been working quite closely with my office as West Covina seeks to garner State approval and establish a municipal Health Department.

Transtech principals are directly involved. The Transtech Team provides high quality work and have principal level involvement which ensures the success of their services. The firm is cost effective in their approach and have proven themselves to be an extremely valuable asset to the City.

I am pleased to write this letter of recommendation for Transtech. I recommend the firm without reservation. If I can provide any additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Carmany".

David Carmany
City Manager
T: (626) 939-8400
E: dcarmany@westcovina.org

1444 West Garvey Avenue • West Covina • CA 91790 • Phone (626) 939-8401 • Fax (626) 939-8406





Gateway
to the
San Gabriel Valley

111
South First Street
Alhambra
California
91801

626
570-5010

FAX
281-2248

City of Alhambra

Office of the City Manager

3/17/2022

I am delighted to write this letter of recommendation for Transtech. Transtech has provided high quality service in both full-service City Engineering and Building and Safety services to the City of Alhambra for almost 30 years.

The City has continued to be very satisfied with their services and their role in the City. They have excellent customer service and are highly responsive to the City's needs. They are a great municipal service provider.

They have professional staff and principal level involvement with excellent customer care and service to both City staff and to our residents and stakeholders who frequently engages with Transtech staff via the Engineering and Building and Safety departments.

Transtech continues to be an integral part of the City. They have teams serving both our Public Works and Community Development Departments in the capacities of Building Official, Permit Technician, Building Inspector, Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

For nearly the last 30 years, the City has had nothing but positive experiences with their staff and we are extremely satisfied with their services.

Transtech continues to serve as a trusted civic and community partner by providing the highest quality work with professionalism and a high regard for customer care. Their commitment to quality, and prompt and thorough responsiveness sets them apart from others. I highly recommend Transtech Engineers.

Sincerely,

Lucy Garcia
City of Alhambra
Assistant City Manager
lgarcia@cityofalhambra.org


PRINTED ON RECYCLED PAPER





III. Scope of Work

(per RFP, limited to 5 pages)

1. PROJECT UNDERSTANDING

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

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

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

2. SCOPE OF SERVICES

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

Project Management and Coordination

1. The consultant shall be responsible for providing all project management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.
2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc.
3. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.
4. The consultant may be required to make presentations to the City Council at regularly scheduled meetings and community meetings, as directed by the City Engineer.

Deliverables:

- Project Schedule and updates



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

Design

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

Deliverables:

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

Environmental Compliance and Permitting

1. The consultant shall be responsible for determining all environmental permits and clearances required to deliver the project. Based on the assessment, the consultant shall prepare, submit and obtain all required



permits and environmental review documentation required by Federal, State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.

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

Deliverables:

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

Final Bid Phase and Bid Phase Support

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

Deliverables:

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

Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, as directed by the City Engineer, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates.
2. The consultant shall review and approve the construction schedule and traffic control plans, as needed.
3. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.
4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions.



5. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and/or change in character.

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

6. The consultant shall assist the City in preparation of contract change orders, including time impact and independent cost analysis, as necessary.
7. The consultant shall assist in verifying monthly billed quantities and progress payments to the contractor.
8. The consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

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

PROJECTS FUNDED WITH STATE AND FEDERAL FUNDS

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

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



- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed. Prepare all documentation required to obtain utility clearance from Caltrans.
- **Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. Consultant shall prepare all documents required to obtain right-of-way clearance from Caltrans. Consultant shall also support city staff in negotiations with property owners for property acquisition and in coordinating improvements affecting improvements on private property and necessitating Temporary Construction Easements.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the CITY at 60%, 90%, and final contract documents.
- **Construction Phase Authorization** – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. CITY will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the CITY, as necessary.
- **Construction Support** – Consultant shall provide support during construction to the CITY's construction manager. This shall include, but not be limited to, review of submittals and shop drawings, responding to Requests for Information, modifications to the design in response to changed conditions encountered during construction, and assistance in the review and analysis of proposed Change Order Proposals. Attendance at weekly progress meetings may be required.
- **Grant Administration** – Consultant shall prepare Requests for Authorization (RFA) to Caltrans Local Assistance for the various phases of work including, but not limited to the following: 1) Preliminary Engineering (PE) & DBE Goal Setting;
- 2) Right of Way (R/W); 3) Utility Relocation (RW/UTIL); and 4) Construction (CON). Consultant shall prepare the Award Package and Final Report of Expenditures to Caltrans and shall assist the City in the preparation of Federal and State invoices and requests for reimbursement. These services shall be in accordance with Caltrans Standards, FHWA Standards, and the City's Standards.

MISCELLANEOUS ENGINEERING SERVICES

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

PRIVATE DEVELOPMENT PROJECTS

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



3. APPROACH

Customer Care and Responsive Service Approach:

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ Transtech also provides a **24-hour emergency contact** number to its clients.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. **Responsiveness** is an integral part of Transtech's **"Customer Care"** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for **service evaluation** and address any areas for improvements.
- ✓ Responsiveness is an integral part of Transtech's **"customer friendly" service approach**. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.
- ✓ Transtech is an ISO 9001 certified firm in Quality Management Systems, this certification is based on a number of quality management principles including a strong customer service focus.

Structured Approach:

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.



- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participates a common project information and file sharing platform.

Project Control Systems:

Project controls are essential to keep complex construction projects on budget and on time. They help teams and stakeholders identify emerging risks early, before they become expensive, time-consuming problems. With advance warning, these issues can be mitigated or avoided altogether. Project controls also give leadership the data they need to set realistic expectations, manage subcontractors, and plan with confidence. During the course of a project, program and project managers use controls to monitor time and cost expenditures and compare them to project lifecycle forecasts. They also rely on them to coordinate onsite execution with the milestones established during the design, procurement, entitlement, and pre-construction stages. The benefits of project controls are many. When they are put in place and used appropriately, they contribute to increased efficiency, decrease in delays and cost overruns, and fewer claims and costly litigation.

Our staff has experience will all of the major document control software systems including Procore, Autodesk ConstructWare (which has now become Construction Cloud), and Primavera P6. In our experience all major control software programs work basically the same way, and adapting from one software offering to another has a fairly small learning curve. Because the specific software is generally a choice made by the prime contractor, our staff is ready to partner with any user of any program. That said, not all projects require the 'fire power' associated with an expensive, sophisticated control system. Sometimes an intelligently designed filing system that stores basic Word, Excel, PDF, and email documents in the cloud is all a project really needs.

Issues Tracking System:

An issue tracking system provides an easy way to document issues, assign responsible party, and view the status of how the issue resolution is progressing. Complete documentation of issues is critical to mitigate risks on current projects and prevent similar issues on future projects. When issue tracking is integrated with the project management system, all documentation, and communications related to the project become centralized to provide complete transparency into project status.

Quality Assurance Program:

During construction, an effective Quality Assurance Program will ensure the materials and workmanship incorporated into project conform to the requirements of the contract plans and specifications including approved changes. The main elements of a Quality Assurance Program are:

- Acceptance program
- Independent assurance program.



Typical Quality Assurance/Quality Control Measures:

We believe that quality control is the setting of minimum standards and/or quality requirements for the specific project. Quality assurance is the means by which the quality control measures will be monitored and/or enforced. We also believe that quality control and quality assurance measures need to be developed jointly with the client. To effectively establish quality control measures, we must understand the County's specific expectations and/or level of desired quality for the specific project. Once the expectations have been defined, and the quality control measures established, the quality assurance measures can be established. A significant part of establishing the quality assurance measures includes the timing of the measure. QC/QA can only be effective when the measures are applied and/or evaluated in a timely manner.

Value Engineering:

Depending on a project's size, complexity and the owner's requirements, Value Engineering may also be considered. The Value Engineering may consist of a systematic process of review and analysis of the project during the concept and design phases, by a multi-disciplined team of persons not involved in the project, may include recommendations such as:

- To improve the value and quality of the project.
- To provide the needed functions safely, reliably, and at the lowest overall cost.
- To reduce the time to complete the project.
- To combine or eliminate otherwise inefficient use of costly parts of the original proposed design for the project.

Approach And Strategy For Managing, Negotiating, And Incorporating Changes In Project Scope:

Our approach and strategy is structured based on minimizing cost and schedule impacts, while evaluating change orders in a timely, fair and equitable manner.

A number of different factors can influence the development of Change Orders on projects, which can result from either foreseen or unforeseen conditions and may include:

- Design Modifications; Errors and Omissions; Changed Conditions; Additional/Reduced Work Scope; Owner-Directed Schedule Acceleration or Slowdown; Work Sequencing; Adjustments to Unit Pricing; Force Majeure Delays; Added Cost Incentives; Delayed, Denied, or Restricted Access to a Project Site; Inappropriate Rejection of the Contractor's Work; Delays to Owner-Supplied Services and Materials

Our initial evaluation of a change order request includes various elements:

- Is it already covered in the contract? Is it necessary to complete the work? Impact on the planned work? Will it affect or change the contractor's planned method of performing the work? Will it cause a work-character change? Impact on the contract time? Methods of payment? Are there sufficient contingency funds? If not, can additional funds be obtained soon enough to prevent delays? Impacts on any regulatory conditions, permits, utilities, etc..

Change Order Documentation:

- We prepare the change order in a clear, concise, and explicit manner. A change orders should be easily understood by third parties reviewing it what work was performed without further explanation.

Project Partnering: Based on project's size and complexity, Project Partnering may also be considered:

- Partnering is a relationship between the owner and the contractor, formed in order to effectively complete the contract to the benefit of both parties. Through trust, cooperation and teamwork, the goal is to resolve conflicts at the lowest possible level.



Coordination with City:

Key project team members will attend periodic project progress meetings with City staff throughout the project duration. We will maintain and establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals.

Expediting Projects:

Transtech understands the importance of being able to expedite tasks, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.

Methods/Procedures for Developing /Publishing Project Status Reports/Records:

Project status reporting is another area where the solution should be tailored to the size and scope of the project being managed and the actual reporting product anticipated by the City. In addition to the size and scope of the project, the actual point in time of the project matters. On larger projects this information may be condensed down to any format desired by the City. This type of progress reporting may also need to be prepared in different formats depending on the stakeholder that is being informed. More formal reports also often include photos of significant elements of the construction.

Contract Administration Approach (Caltrans LAPM):

For construction contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). Maintaining complete and accurate files is a very important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded. Organized project files can minimize these negative assumptions. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer. LAPM has been prepared to aid California local agencies scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding. This manual describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects.

Additional Information regarding ARPA Funds:

The U.S. Department of Treasury used the standard Community Development Block Grant (CDBG) formula for determining the allocation of funds to metropolitan cities. The U.S. Treasury issued an Interim Final Rule with guidance on the funding allocation methodology, distribution process, and reporting requirements. Transtech is also providing assistance to its contract Cities for the administration of these funds.

Additional Information regarding Coordination with CALTRANS:

Our team includes experienced staff members who have worked for CALTRANS and are intimately familiar with the standards and procedures, project development and approval process, and requirements. One of our Sr. Staff Members, Ali Zaghari, who joined Transtech about 1 year ago, has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director



CIP Management:

Transtech manages Capital Project Program and maintains CIP Matrix and Schedule for various contract Cities. The CIP Matrix includes a detailed tracking info for each CIP, as well as a high-level project schedule status in bar chart format for various project phases. The CIP Matrix is updated frequently, and project status is presented to City Management at management meetings, as well as to City Council when directed by the City Management.

**SAMPLE
HIGH-LEVEL
CIP SCHEDULE
TRACKER**

Revised on [REDACTED]

PROJ. NO	PROJECT NAME	RESPONSIBLE DEPARTMENT	STATUS	PROJECT BUDGET	BALANCE AS OF [REDACTED]	FUND	PREVIOUS FY	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	MILESTONES / UPDATES
B-1	ADA Access - Public Facilities	Engineering	Future Funded	\$400,000		CDBG			\$100,000	\$100,000	\$100,000	\$100,000	
B-2	Police - Forensic Lab upgrade Part 1	Police Dept	Future Funded	\$211,200		CP					\$211,200		
B-3	Police - Forensic Lab upgrade Part 2	Police Dept	Future Funded	\$93,500		CP						\$93,500	
B-4	Police - Forensic Lab upgrade Part 3	Police Dept	Future Funded	\$39,500		CP						\$39,500	
B-5	Fire Station 3 - Construction & Relocation	Fire Dept	Future Funded	\$3,500,000		CDBG						\$3,500,000	
B-6	Fire Station 1 & Headquarters Replacement	Fire Dept	Unfunded	\$13,870,000		Unfunded						\$13,870,000	
B-7	Fire Station 1 - Replace Emergency Generator	Fire Dept	Future Funded	\$30,000		CT			\$30,000				
B-8	Fire Station 1 - Gate & Fence Installation	Fire Dept	Future Funded	\$25,000		CT			\$25,000				
B-9	Fire Station 1 - Remodel Kitchen	Fire Dept	Unfunded?	\$27,000		N/A			\$27,000				
B-10	Fire Station 2 - Remodel Kitchen	Fire Dept	Unfunded?	\$42,500		N/A			\$42,500				
B-11	Fire Station 2 - Renovate Building	Fire Dept	Unfunded	\$1,100,000		Unfunded						\$1,100,000	
B-12	Fire Station 2 - Replace Flooring	Fire Dept	Future Funded	\$12,000		GF			\$12,000				
B-13	Fire Station 2 - Replace Roof	Fire Dept	Future Funded	\$75,500		GF			\$75,500				
B-14	Fire Station 3 - Demolish and Rebuild	Fire Dept	Unfunded	\$7,500,000		Unfunded						\$7,500,000	
B-15	Fire Station 3 - Remodel Kitchen	Fire Dept	Future Funded	\$35,000		GF			\$35,000				
B-16	Fire Station 3 - Replace Flooring	Fire Dept	Future Funded	\$10,000		GF			\$10,000				

CITY OF [REDACTED]
Capital Improvement Projects (CIP) Schedule
Engineering Department

Revised on 1/15/2020

Project No	Project	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
17003	Major Street Rehab - [REDACTED] Ave																								
	Federal Project Closeout (Coordination with Caltrans)																								
17022	Upgrades for [REDACTED] Swr Lift Station																								
	Long lead time material procurement																								
	Construction (including maintenance)																								
19006718005	Major Street Rehab - [REDACTED] Ave																								
	Review of project, Funding coordination/approvals on FTIP																								
	Design / Preparation of PS&E (Bid Package)																								
	Slack time (avoid winter months for construction)																								
	Construction Bid Advertisement / Award																								
	Construction																								
18032	Residential Street Rehab - Annual Prgm (FY 17/18)																								
	Construction Bid Advertisement / Award																								
	Construction																								
19003	Restroom Renovation at Senior Center																								
	Construction Bid Advertisement / Award																								
	Construction																								
19007	Park Parking Lot-Citrus Entrance																								
	Design / Preparation of PS&E (Bid Package)																								
	Construction Bid Advertisement / Award																								
	Construction																								
19027	Bike and Ped. Improvements (Storm Drain Imp. at [REDACTED])																								
	Design / Preparation of PS&E (Bid Package) (Completed)																								
	Standby: Coordination with [REDACTED] County to obtain storm drain permit																								
	Construction Bid Advertisement / Award																								
	Construction																								





IV. Other Documents

1. FINANCIAL STATEMENT

RFP Requirement:

Signed statement by a principal of the company certifying that the firm has an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Signed Statement:

We certify that Transtech Engineers, Inc. has an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Signed by:

Transtech Engineers, Inc.



Ahmad Ansari, Principal

E: ahmad.ansari@transtech.org

C: 949-702-5612

O: 909-595-8599



2. SCHEDULE OF BILLING RATES

RFP Requirement:

Schedule of Billing Rates - Submit a Schedule of Billing Rates, including all positions expected to provide services during the term of the contract. Attach file to submission as **"City of Montebello On-Call Architectural and Engineering Design Services – RFP No. 22-8 – Schedule of Billing Rates."**

As required, the following document is submitted:

City of Montebello On-Call Architectural and Engineering Design Services – RFP No. 22-8

Schedule of Billing Rates.

TRANSTECH ENGINEERS, INC.

SCHEDULE OF HOURLY RATES - Effective through June 30, 2023

Rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING	
Field Technician	\$86
Engineering Technician	\$102
Assistant CAD Drafter	\$124
Senior CAD Drafter	\$145
Associate Designer	\$150
Senior Designer	\$161
Design Project Manager	\$199
Assistant Engineer	\$129
Staff/Associate Civil Engineer	\$156
Senior Civil Engineer	\$209
Traffic Analyst Technician	\$118
Associate Traffic Analyst	\$140
Senior Traffic Analyst	\$161
Professional Transportation Planner	\$177
Traffic Engineer Technician	\$102
Associate Traffic Engineer	\$156
Traffic Engineer	\$177
Senior Traffic Engineer	\$199
Project Manager	\$183
Senior Project Manager	\$199
Deputy City Engineer	\$172
City Engineer	\$188
Principal Engineer	\$209

CONSTRUCTION	
Labor Compliance Analyst	\$145
Funds Coordinator	\$150
Utility Coordinator	\$161
Office Engineer	\$145
Construction Inspector	\$145
Senior Construction Inspector	\$156
Construction Manager	\$199
Resident Engineer	\$199
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$145
Senior Public Works Inspector	\$156
Supervising PW Inspector	\$161
SURVEY AND MAPPING	
Survey Analyst	\$145
Senior Survey Analyst	\$156
2-Man Survey Crew	\$333
Survey & Mapping Specialist	\$188
Licensed Land Surveyor	\$204
FUNDING & GRANT WRITING	
Funds Analyst	\$140
Senior Funds Analyst	\$150
Graphic & Rendering Designer	\$134
Grant Writer	\$166
Funds & Grant Project Manager	\$188

BUILDING & SAFETY	
Permit Technician	\$86
Plan Check Technician/Analyst	\$118
Building Inspector	\$118
Senior Inspector	\$134
Plans Examiner/Checker	\$145
Plan Check Engineer	\$161
Deputy Building Official	\$161
Building Official	\$172
PLANNING	
Community Development Technician	\$86
Planning Technician	\$91
Assistant Planner	\$129
Associate Planner	\$135
Senior Planner	\$166
Planning Manager	\$177
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$70
Project Accountant	\$86

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.





Appendix-Agreement

Transtech is currently in the process of executing a Contract with the City for:

**MASTER RETAINER AGREEMENT NO. 3921
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

If selected by the City, it is assumed, that the format of new contract will be similar to the currently executed contract.

If selected by the City, we will appreciate a discussion with the City's contract administrator to discuss the final contract language.

We had submitted the following comments for the CMCI contract.

10. INDEMNIFICATION.

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

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

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



MASTER RETAINER AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Page 7

person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

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

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

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

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

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of



MASTER RETAINER AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Page 8

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

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

A ten (10) day written notice to City shall apply to non-payment of premium. Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. The Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15. RESOLUTION OF DISPUTES.

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

- 20. MUTUAL COOPERATION.** The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require ~~subject to prior authorization from Consultant's insurance carrier(s) and/or legal counsel.~~

MASTER RETAINER AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Page 13

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

[Client's attorney fees must be part of total damages that you have been found legally liable for to be coverage by insurance]

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

- 28. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance



Exhibit B

Sample Engagement Letter

_____, 20__

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

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

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

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

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

THE CITY OF MONTEBELLO

[INSERT CONSULTANT NAME]

Recommended By:

By: _____

Its: _____

Rene Bobadilla, P.E.
City Manager

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

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

Exhibit C

Fee Schedule

2. SCHEDULE OF BILLING RATES

RFP Requirement:

Schedule of Billing Rates - Submit a Schedule of Billing Rates, including all positions expected to provide services during the term of the contract. Attach file to submission as **"City of Montebello On-Call Architectural and Engineering Design Services – RFP No. 22-8 – Schedule of Billing Rates."**

As required, the following document is submitted:

City of Montebello On-Call Architectural and Engineering Design Services – RFP No. 22-8

Schedule of Billing Rates.

TRANSTECH ENGINEERS, INC.

SCHEDULE OF HOURLY RATES - Effective through June 30, 2023

Rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING	
Field Technician	\$86
Engineering Technician	\$102
Assistant CAD Drafter	\$124
Senior CAD Drafter	\$145
Associate Designer	\$150
Senior Designer	\$161
Design Project Manager	\$199
Assistant Engineer	\$129
Staff/Associate Civil Engineer	\$156
Senior Civil Engineer	\$209
Traffic Analyst Technician	\$118
Associate Traffic Analyst	\$140
Senior Traffic Analyst	\$161
Professional Transportation Planner	\$177
Traffic Engineer Technician	\$102
Associate Traffic Engineer	\$156
Traffic Engineer	\$177
Senior Traffic Engineer	\$199
Project Manager	\$183
Senior Project Manager	\$199
Deputy City Engineer	\$172
City Engineer	\$188
Principal Engineer	\$209

CONSTRUCTION	
Labor Compliance Analyst	\$145
Funds Coordinator	\$150
Utility Coordinator	\$161
Office Engineer	\$145
Construction Inspector	\$145
Senior Construction Inspector	\$156
Construction Manager	\$199
Resident Engineer	\$199
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$145
Senior Public Works Inspector	\$156
Supervising PW Inspector	\$161
SURVEY AND MAPPING	
Survey Analyst	\$145
Senior Survey Analyst	\$156
2-Man Survey Crew	\$333
Survey & Mapping Specialist	\$188
Licensed Land Surveyor	\$204
FUNDING & GRANT WRITING	
Funds Analyst	\$140
Senior Funds Analyst	\$150
Graphic & Rendering Designer	\$134
Grant Writer	\$166
Funds & Grant Project Manager	\$188

BUILDING & SAFETY	
Permit Technician	\$86
Plan Check Technician/Analyst	\$118
Building Inspector	\$118
Senior Inspector	\$134
Plans Examiner/Checker	\$145
Plan Check Engineer	\$161
Deputy Building Official	\$161
Building Official	\$172
PLANNING	
Community Development Technician	\$86
Planning Technician	\$91
Assistant Planner	\$129
Associate Planner	\$135
Senior Planner	\$166
Planning Manager	\$177
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$70
Project Accountant	\$86

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.



CITY OF MONTEBELLO

**MASTER RETAINER AGREEMENT NO. 3999
WITH MARK THOMAS & COMPANY, INC.**

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and Mark Thomas & Company, Inc., (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

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

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

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

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

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on July 1, 2022, and shall expire on June 31, 2025. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,

MASTER RETAINER AGREEMENT NO. 3999

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Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Darin Johnson, P.E.
Division Manager + Associate Principal
Mark Thomas & Company, Inc.
2121 Alton Parkway, Suite 210
Irvine, CA 92606
(949) 447-9000

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

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

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

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

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

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

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

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

5. COMPENSATION.

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

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

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents (\$2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

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

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

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

MASTER RETAINER AGREEMENT NO. 3999

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7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

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

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

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

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

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

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

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

7. **INDEPENDENT CONTRACTOR.**

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

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

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

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

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

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

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

10. INDEMNIFICATION.

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

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

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

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

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

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all

losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

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

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

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

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the

general liability and automobile liability policies, naming the City as an Additional Insured.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. The Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond guaranteeing payment of losses and expenses.

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

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

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The

City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

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

14. TERMINATION.

- A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.
- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.
- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

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

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

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

18. COMPLIANCE WITH LAWS. The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

20. MUTUAL COOPERATION. The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim

or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

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

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

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

and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

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

27. COURT COSTS.

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

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

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

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

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

31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

[SIGNATURE PAGE TO FOLLOW]

MASTER RETAINER AGREEMENT NO. 3999

Page 14 of 14

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

“CITY”

CITY OF MONTEBELLO

“CONSULTANT”

MARK THOMAS & COMPANY, INC.

René Bobadilla, P.E.
City Manager

Darin Johnson, P.E.
Division Manager + Associate Principal

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Sample Engagement Letter
- Exhibit C – Fee Schedule

Exhibit A

Scope of Work

PROPOSAL



SUBMISSION DATE

JUNE 2, 2022

PROJECT

ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

RFP NO. 22-8

PREPARED FOR

City of Montebello



MARK THOMAS



June 2, 2022

James Enriquez, P.E., Director/City Engineer
City of Montebello Public Works Department
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Enriquez:

The City of Montebello (City) is seeking consultants to provide On-Call Architectural and Engineering Design Services for a variety of Capital Improvement Projects (CIP) citywide. The Mark Thomas team is ideally suited to deliver the upcoming tasks under the on-call, Mark Thomas is a recognized industry leader in the planning, design, and management of transportation mobility projects. We have delivered hundreds of general civil engineering projects ranging from the planning phase and conceptual design phase through the final design and construction phases.

We have in-house personnel and a team of specialty subconsultants with the necessary expertise in a wide array of disciplines to support your anticipated infrastructure improvements. In addition, we have grant funding experts who are knowledgeable about federal and non-federal funding sources as well as the administration of these grant funds.

Mark Thomas has extensive experience providing a wide range of civil and structural engineering, landscape architecture, and surveying services for infrastructure projects throughout California. Our firm focuses on client satisfaction by providing proactive service and the delivery of task orders on schedule and within budget. We offer the City key benefits including:

Project Manager with the Right Experience. Our team will be led by Pat Somerville, PE, as project manager. Pat is a former public sector employee who has over 36 years of experience managing and delivering CIP projects for public works agencies throughout southern California. His vast experience encompasses projects similar to your CIP, including street improvements, sewer, storm drain, streetscape, active transportation, transit and even buildings and facilities. Pat brings in-depth knowledge of local agency policy and procedures, guidelines and standards, and will work with the City to produce efficient and cost-effective solutions on each task order assigned to Mark Thomas under this on-call.

Strong and Dedicated Project Team. Pat will be supported by a full team of technical staff and subject matter experts who were selected because of their abilities to manage the variety of anticipated projects. We provide key personnel that have worked in the public sector, so they know and understand what's required to be successful. In addition to our in-house staff we have a strong group of subconsultants supporting our team, including:

Firm	Role
LIN Consulting, Inc. (DBE)	Traffic Engineering
W.G. Zimmerman Engineering, Inc. (SBE)	Traffic Studies, Grant Funding Administration
CL Surveying and Mapping, Inc. (DBE)	Surveying and Mapping
GPA Consulting (DBE)	Environmental, Regulatory Permitting
Earth Mechanics, Inc. (DBE)	Geotechnical
Arellano & Associates (DBE)	Public Outreach
AKM Consulting Engineers (SBE)	Pump and Lift Stations
Tatsumi & Partners (DBE)	Landscape Architecture
BOA Architects (DBE)	Facility Improvements
Monument ROW (DBE)	Right of Way



(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

Eight of these firms are DBE certified, allowing us to easily meet your existing and future DBE goals. These well-qualified firms have been selected based on the strong working relationships we hold, and their extensive experience working within the Los Angeles region.

Depth of Resources. We have structured our team specifically to provide you the depth of resources needed to successfully deliver your CIP. We have provided an overlap in many disciplines, not only to ensure DBE compliance, but to provide additional resources that will enable us to deliver multiple, concurrent task orders. This approach has been proven on other on-call contracts and will help ensure that the City can meet its commitments in delivering the CIP.

Successful On-Call Task Order Management. Mark Thomas staff is highly familiar with the management of on-call contracts and the execution of various, and often concurrent, task orders. We have recently or are currently managing on-call contracts for over a dozen agencies throughout Southern California. Our approach to providing successful on-call services is characterized by carefully listening to our clients' needs and goals, proactive communication, and being highly responsive. Under Pat's leadership, the City can be assured that each task order will be executed on time, within budget, and with exceptional quality.

With our successful history delivering on-call projects, and the experience of our team and subconsultants, we are uniquely qualified to develop and deliver the City's projects over the life of this contract. The project will be managed from our office located at 2121 Alton Parkway, Suite 210, Irvine, CA 92606. Pat Somerville will oversee the services and be the City's primary contact. He can be reached at (714) 815-5222 or psomerville@markthomas.com.

As an associate principal of Mark Thomas, I am authorized to negotiate and contractually bind the firm. We have included our contract comments for the City's consideration. We do not have any existing or potential conflict of interest that could arise from this engagement. We acknowledge receipt of Addenda No. 1. By submitting our proposal, we commit to providing the City with a highly experienced team, dedicated to the successful management and delivery of this on-call. We are excited to partner with the City and look forward to the successful delivery of the task orders.

Sincerely,

MARK THOMAS & COMPANY, INC.



Darin Johnson, PE
Division Manager + Associate Principal



(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

FIRM QUALIFICATIONS & EXPERIENCE

ABOUT MARK THOMAS

Our team is ideally suited to deliver the upcoming tasks under the On-Call for Architectural and Engineering Design Services for the City of Montebello (City). Mark Thomas is a recognized industry leader in the planning, design, and management of infrastructure projects. We have delivered hundreds of general civil engineering projects ranging from the planning phase through the final design and construction support. We have in-house experts in a variety of disciplines to support engineering projects, including local street improvements, preliminary planning and cost estimating for future capital improvement projects, feasibility studies, right of way engineering, pre-construction outreach services, program management, design of bicycle and pedestrian-friendly multi-modal facilities, traffic planning and engineering, signing and striping, ADA improvements, drainage improvements, pavement rehabilitation, surveying, and landscape architecture. In addition, we have in-house grant funding experts who are knowledgeable about federal and non-federal funding sources and can both evaluate and prepare grant applications to help fund projects, should the need arise.

Mark Thomas has been a reliable partner to Southern California agencies and currently works closely with numerous cities and counties within the Los Angeles and Orange County region providing on-call services; including the cities of Anaheim, La Mirada, Irvine, Fullerton, Santa Ana, and Irvine; the counties of Orange, Riverside and San Bernardino; and program management services to the City of Corona, City of Inglewood, and Los Angeles World Airports.

KEY BENEFITS OF THE MARK THOMAS TEAM

In-House Planning and Design Expertise

Mark Thomas has the unique in-house combination of transportation planning and design services. Our transportation planning and design disciplines are supported by numerous other disciplines in-house, so while subconsultant partners are a value-add to our team structure, we have the unique capability of performing most tasks without the need to outsource. This experience allows us to develop mobility solutions that are feasible, implementable, and have realistic budgets.

On-Call Experience

Our team of accomplished staff have delivered numerous task orders with a wide range of scopes of work with varied schedules. Whether working on behalf of municipal clients or public agencies, Pat is experienced at advancing multiple efforts concurrently.

Tailored Approach

We tailor our approach to the needs of each task order, attending to the particular challenges, constraints, budget and schedule. We understand how to accommodate the unique needs of each site, and our approach allows us to develop context sensitive designs that address community needs and avoid a "one size fits all" approach.

Public Agency Experience

Pat and our support team are well-practiced at serving local agencies throughout California. **We have multiple former public employees on staff and they bring thorough understanding of public policies and procedures. We have bid thousands of projects throughout the State and are fully aware of these governing procedures, requirements and laws. Not only in support of our design documents, but also in a construction management role. We are also intimately familiar with reviewing and addressing contractor claims during construction.** We are accustomed to working in various capacities for public agencies and operate as a true extension of their staff.

CA

corporation

95

years in business

300+

team members

11

offices statewide

>6K

projects delivered

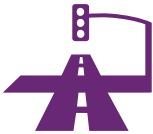
AREAS OF EXPERTISE

Mark Thomas' areas of expertise are well-matched to meet the City's needs. We possess strong in-house resources and we have the technical capabilities to provide specialized services to efficiently deliver various types of projects that may arise from this on-call contract. Below are examples of our areas of expertise.



Roadway Improvements

Mark Thomas is recognized as an industry leader in the planning, design, and delivery of roadway and highway improvement projects. Our experience spans from localized widening projects, gap closures, realignments and intersection improvements, to grade separations and arterial reconstructions, as well as Caltrans highway widening and interchanges. We have the expertise to deliver both small localized projects as well as complex highway improvements. We are knowledgeable of local agency design standards, the Standard Plans and Specifications for Public Works Construction (Greenbook), the Caltrans Highway Design Manual (HDM), and the AASHTO. We offer a solid group of experienced professionals in all phases of project delivery, including planning documents, preliminary engineering, and final plans, specifications, and estimates (PS&E).



Traffic Engineering and Transportation Planning

Our team includes recognized experts who have delivered traffic engineering and transportation planning projects for clients throughout Southern California. Our services include working with staff and stakeholders to address residential traffic management concerns, interacting directly with homeowners and their representative associations, commissioners, elected officials and business owners. Our team has extensive experience with transportation planning studies related to system improvements and land development projects. We have worked with many cities to refine their traffic system signal operations and implement traffic calming designs into local roadway reconfigurations and widenings.



Complete Streets/Active Transportation/Trails

Mark Thomas has extensive experience planning and designing complete streets, active transportation corridors and paths and trails for bicycles and pedestrians to connect to key destinations including schools, housing, employment, commercial centers, and other recreational facilities. We have developed the knowledge and expertise essential to designing improvements that facilitate access, connectivity, and safety for all modes of travel. Our Complete Streets projects ultimately facilitate the growth of local businesses and developments while accommodating design elements that appeal to both vehicles and pedestrians. Our designs incorporate NACTO and other Complete Streets guidelines, as well as nationwide best practices and innovations.



ADA Compliance and Design

Mark Thomas excels at integrating ADA compliant practices into all types of roadway, parks, parking lots, and other facilities. We have assisted many local municipalities and even Caltrans in analyzing and achieving ADA compliance. This includes all aspects of design including curb ramps, slopes, and path of travel. Providing detailed elevations and slopes for all grade breaks and critical points is key to eliminating any misinterpretations of the standard plan by the contractor during construction and allowing enough room to accommodate traditional construction tolerances. If selected, we would be preparing curb ramp construction details as necessary, building from the City's Standards. Our experience will be invaluable in assessing and prioritizing ADA requirements in any task order, familiarity with ADA standards is critical for any project.



Drainage/Stormwater

We are experienced in the analysis and design of stormwater and drainage facilities. Our task leads have successfully completed numerous projects involving the preparation of hydraulic and hydrology analysis and reports for creeks and pipelines, bridge scour analysis, erosion control plans, and Water Quality Management Plan (WQMP) implementation plans, including most recently drainage/ Low Impact Development (LID) improvements for the Limonite Gap closure in Eastvale. We are capable of designing a wide variety of drainage facilities that include storm drain inlets, storm drain lines, drainage ditches, flood channel grading and modifications, flood control structures, and complex sand filter systems.



Bridge/Structure Design

Mark Thomas has extensive experience delivering transportation, flood control, and bridge structure projects. This includes the design of new bridges, bridge replacements and rehabilitations, retaining walls, soundwalls, flood walls, water/wastewater structures, and other structures. Our retaining wall design experience encompasses standard cantilever retaining walls through more complex systems like MSE walls and tieback walls. We are knowledgeable of the Caltrans Bridge Design Manual and Standards, as well as AASHTO Load and Resistance Factor Design Standards.



Survey/Right of Way

Mark Thomas provides a full range of surveying services; including right of way retracement surveys, legal descriptions, plats and deeds, and we provide support with lot line adjustments or boundary line adjustments. We also have extensive experience providing surveying services to suit all phases of projects from project planning topographic base information for construction documents, up to and including layout and support for construction activities.



Landscape Architecture

Mark Thomas offers landscape architecture and urban design services with an integrated and comprehensive planning and design suite of services. Focusing on site-responsive design with the goal of providing specific community improvements, yields a successful project. We have the flexibility to deliver a range of projects such as a detailed complete street planning, streetscape and green street designs, median and gateway enhancements, landscape master plans, and trail designs. The focus on public infrastructure projects allows our team to understand the regulatory environment and local preferences for landscape and aesthetic design, and to implement these improvements while meeting limited capital budget.



Transit Facilities

Mark Thomas brings the City experience in developing the interface between transit systems, including bus, bus rapid transit (BRT), light rail (LRT) and streetcar, and your city streets. This experience includes the user experience of boarding or crossing the facility, development of stops and stations and corridor-wide transit improvements that enhance the community. We have also provided operation and headquarter facility planning and design to support the systems. Our capabilities also include the review of third-party designs and documentation for implementation of transit systems.



Grant Funding Assistance

Our staff have provided application assistance for multiple state and federally-funded projects. Our staff has worked with local agencies to submit grant applications for multiple programs and are experienced preparing Requests for Authorization (RFA) to Caltrans Local Assistance for various phases of work; including Preliminary Engineering (PE), Right of Way (R/W), Utility relocation (RW/UTIL), and Construction (CON). In the last 4 years, Mark Thomas has secured more than \$340M in grant funding for clients throughout California.



Multimodal Improvements on Bayside Drive, Newport Beach

STATE & FEDERAL FUNDING SUPPORT

Mark Thomas has extensive experience managing and designing state and federally funded projects for local agencies. We fully understand the administrative challenges that come along with this funding. We have an unmatched understanding of the Caltrans Local Assistance process gained through delivering more than 100 projects that involved Caltrans Local Assistance coordination. We are intimately familiar with the Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG) requirements and processes. The LAPM and LAPG are guidelines and instructions for the state and federal programs. These guidelines require compliance with federal and/or state laws, regulations, policies and procedures related to design, right of way acquisition and utility relocation, construction and maintenance.

We also have extensive experience with State-only funding requirements as well. We have recently prepared Senate Bill 1 (SB-1) forms and reports for the City of Corona McKinley Street Grade Separation Project that is funded with Trade Corridor Enhancement Program (TCEP) and Proposition 1B Highway- Railway Crossing Safety Account (HRCSA) funds. Our recent experience also includes projects funded through the Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP).

POSITIONING THE CITY FOR FUNDING

We have an in-depth understanding of funding programs and state and federal policies and proven success securing competitive grant funds. We also have extensive planning design experience for complex transportation projects. We have delivered numerous projects requiring grant writing, grant administration, and related services including technical writing and development of narratives, cost benefit analysis, air quality benefit calculations, economic impact analysis, exhibits to support grant applications, cost estimates, requests for authorization, funding, reimbursements, and grant reporting.

We have assisted agencies with the preparation of Active Transportation Program (ATP); Highway Safety Improvement Program (HSIP); Senate Bill (SB 1) programs including Trade Corridor Enhancement Program (TCEP), Local Partnership Program (LPP), and Solutions for Congested Corridors Plan (SCCP); Bicycle Corridor Improvement Program (BCIP); Highway Bridge Program (HBP); California Natural Resources Agency (CNRA) programs; Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grants, and federal discretionary program applications.

Our team is well practiced at analyzing funding opportunities and project financing needs, developing grant narratives and benefit cost analyses, developing exhibits and maps, and coordinating with stakeholders to obtain letters of support. In 2020, we prepared 10 competitive SB-1 applications, 11 ATP applications, and nine HSIP applications. **In the past four years, we have secured more than \$340 million in transportation funding.**

Where Mark Thomas separates itself from other firms is we provide both the in-house technical writing and engineering capabilities. Many firms that only offer grant funding support services have to rely on agencies or other consultants to prepare the technical content. Our combination of grant funding expertise and project delivery experience will reduce the amount of work required by the City when seeking funding.



For the County of Orange OC Loop, Segments O, P, Q, Mark Thomas prepared the conceptual plans, helped secure ATP Grant Funding and are now providing the final design services on this \$45M project.

SUBCONSULTANTS

In order to provide comprehensive services, we have selected trusted subconsultants to help us deliver task orders for the City. We selected our team based on our ongoing working relationship and previous track record of success with them on similar types of projects. We have provided a suite of DBE certified subconsultants to ensure your DBE goals are met on both State and Federally funded projects. This also provides a depth of resources that allows our team to deliver concurrent task orders for the City. All of our subconsultants have excellent reputations and are extremely competent, qualified in their areas of expertise and have a proven history of delivering for their clients.

AKM Consulting Engineers SBE

Pump & Lift Stations

AKM Consulting Engineers is a multi-disciplined professional organization that specializes in providing water resources engineering and related services to public agencies. Scope of services offered includes all facets of planning, design, construction management and inspection of wastewater, drainage, recycled and water facilities.

Arellano Associates DBE

Public Outreach

Arellano Associates has a history of managing and directing public outreach programs for many highway, planning, and transportation projects. They provided public outreach and stakeholder engagement for numerous engineering contracts and they understand the coordination efforts required to ensure a well-executed and tailored engagement effort.

BOA Architecture DBE

Building Improvements

BOA has performed over 2,000 architectural design services for over 80 local public entities with many comparable to those anticipated in the on-call contract. They have experience with Civic Center Facilities, Fire Stations, Police Departments, Community Centers, Libraries, ADA compliance, Parks & Recreation, and workplace safety/security enhancements.

CL Survey DBE

Surveying & Mapping

CL Survey provides professional land surveying services throughout Southern California. They have extensive experience with on-call work and are currently working with The Long Beach Annual Major and Residential On-Call. They also have many years' experience working with Caltrans on various on-call contracts with in District 7, and have performed aerial survey and topographic survey work throughout Los Angeles County.

Earth Mechanics, Inc. DBE

Geotechnical Engineering

Earth Mechanics is a geotechnical and earthquake engineering consulting company specializing in transportation projects. They have provided site investigation, geotechnical analysis, foundation design

and construction support for various public works projects including bridges, roadways, and bikeways in Southern California. Projects include multiple City of Los Angeles Bridge/Civil On-Call Contracts, the Rosecrans/Marquardt Grade Separation in Santa Fe Springs; and the WB SR-91 from Shoemaker Avenue to Alondra Boulevard Improvements in Los Angeles County.

GPA Consulting DBE

Environmental

GPA is a multi-disciplinary consulting firm specializing in environmental planning, biological resource studies, and historic preservation planning. GPA is particularly skilled in transportation and infrastructure projects, including roadway/highway, bridges, emergency repairs, and bicycle and pedestrian facilities. Many of these projects are processed through the California Department of Transportation (Caltrans) Local Assistance Program, thereby giving staff an in-depth knowledge of Caltrans' Local Assistance Procedures Manual and Standard Environmental Reference.

LIN Consulting DBE

Traffic Engineering

LIN Consulting has been teaming with Mark Thomas since 2012 and specializes in traffic, civil, and electrical engineering, for over 25 years they have been serving local communities across Southern California. They have been involved with several design on-call contracts within Los Angeles County and have performed various task orders under those contracts. LCI is familiar with the On-call process and have provided high-quality work consistently even with tight schedules.

Monument ROW DBE

Right of Way

Monument is a full-service real estate and right-of-way company providing exceptional service, strategic planning, innovation and timely delivery. They serve local, state and federal agencies, transportation authorities and engineering partners with public infrastructure projects throughout California. They have extensive experience working throughout Southern California and have teamed with Mark Thomas on numerous occasions. Their most recent experience includes leading acquisition efforts for the SR-47/Front Street Interchange for the Port of Los Angeles with Mark Thomas.

Tatsumi & Partners, Inc. DBE
Landscape Architecture

Tatsumi & Partners has been servicing the Southern California public works-related market for over 37 years, while earning a reputation for being one of the premiere public works landscape architectural firms in Southern California. Their expertise includes aesthetics, design, irrigation design, irrigation system analysis, public outreach, liability risk management, water management. Tatsumi & Partners recently worked with the City of Montebello on the Grant Rea Park Project.

W.G Zimmerman Engineering, Inc. SBE
Traffic Studies | Grant Funding Administration

WGZE is a certified Small Business Enterprise specializing in full-service civil, traffic, and transportation engineering, with extensive experience serving on-call contracts for various agencies throughout Southern California. They also provide staff augmentation for local cities, including vital roles such as City Traffic Engineer and/or City Engineer. WGZE is a leader in grant funding administration, preparing and coordinating the necessary documentation to facilitate approvals and obligation of funding.

REFERENCES

We are proud of our track record of successfully completing projects and meeting the needs of our clients. Below is a list of our client references for projects similar to the City's. We are confident that you will find that the highlighted projects demonstrate our ability to deliver the services you are seeking.

Bryan Jones
Former City Manager, City of Eastvale
(510) 789-5823
bryan.jonesTE@gmail.com

Limonite Avenue Gap Closure, Eastvale

Mark Thomas provided the preliminary engineering, environmental clearance and PS&E development for this four-lane arterial highway providing a one-mile gap closure in the arterial network in Eastvale. The project includes a bridge over the Cucamonga Channel, Class IV bike lanes along with a Class I path that has a separate crossing of the channel within an SCE owned corridor.

Initial value engineering saved the City nearly \$5M in overall costs. Extensive coordination was required with the adjacent industrial parcels, both existing and ones in entitlement, to ensure that the project conforms without impacting access. Regulatory permitting was also required. Mark Thomas also secured over \$9M in LPP funds for the project

Jamie Lai
City of Yorba Linda
(714) 961-7172
jlai@yorbalindaca.gov

Savi Ranch Parkway Widening, Yorba Linda

Pat Somerville, with a prior firm, was the Project Manager for the preliminary engineering phase of this project, providing 30% plans and estimate. The project widens Savi Ranch Parkway providing a through lane which leads to a third left turn lane.

The intersection at the Mirage Street was reconfigured by eliminating free right and yield right movements, improving operations and pedestrian safety. A retaining wall is required adjacent to the Pet Smart and Staple shopping center as well as the reconstruction of the driveway. Staging concepts were developed to minimize impact to the shopping center. Mark Thomas prepared the OCTA 2022 CTFP funding application for the project on behalf of the City and were successful in securing final design funding for the project.

Carlo Cambare
City of Irvine
(949) 724-7306
ccambare@cityofirvine.org

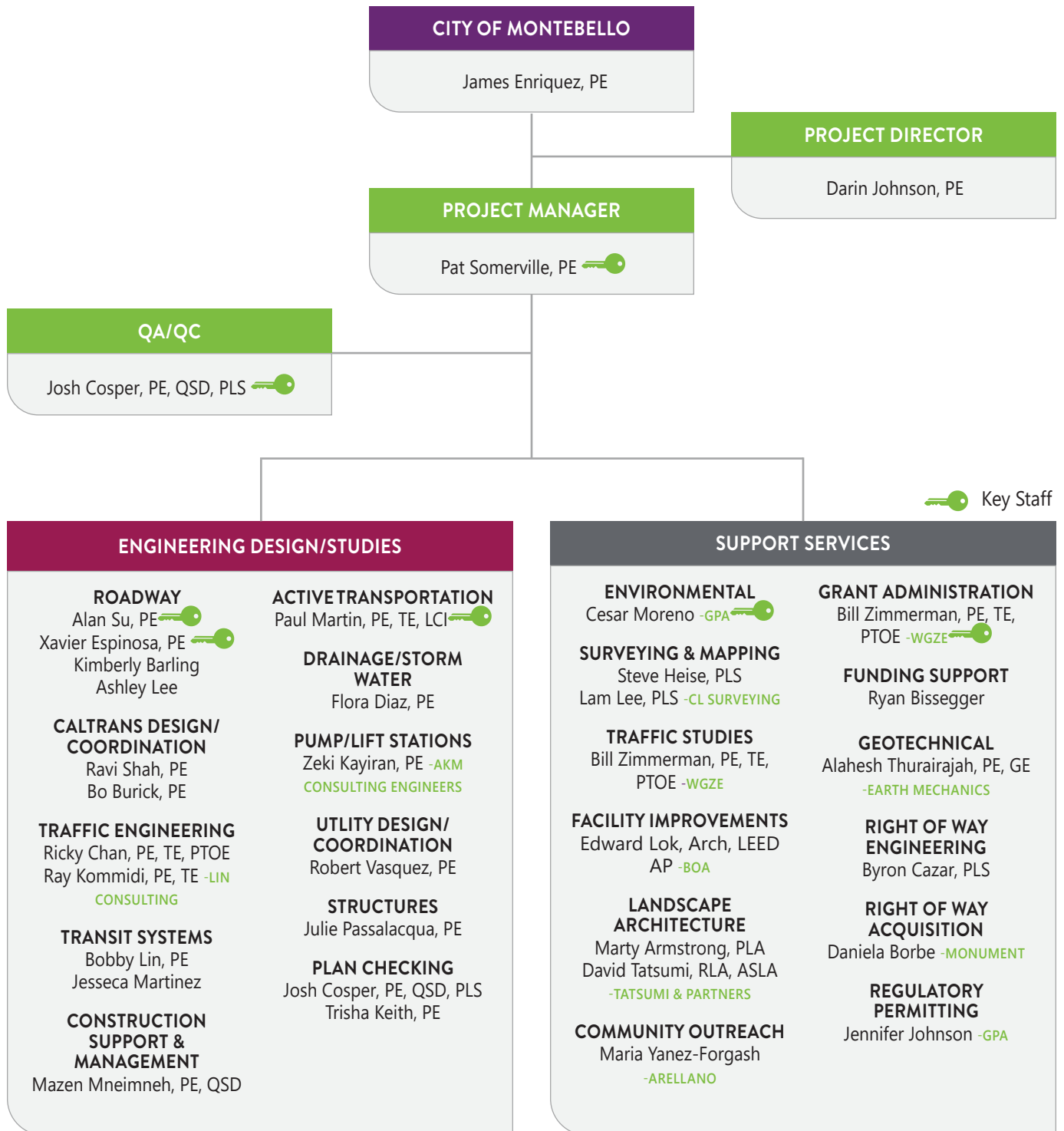
Walnut Avenue/The Mall Traffic Signal Improvements, Irvine

Mark Thomas is providing design for the installation of a new traffic signal at Walnut Avenue/The Mall intersection in the City of Irvine. This heavily traveled roadway provides the community with connections to two residential neighborhoods, local neighborhood parks, and an elementary school. Project specific improvements include new traffic signals, potholing, ADA curb ramps, as well as signing and striping for this intersection.

ORGANIZATIONAL CHART

Mark Thomas understands the importance of assembling a team who will be available throughout the duration of this contract. The organization chart depicts the lines of communication and responsibilities for our team. Our team consists of experienced personnel with past successful participation providing on-call services and project delivery. The organizational chart also reflects our ability to address any project need along with the depth of resources to handle concurrent task orders. Mark Thomas is aware of the City's potential need for additional miscellaneous engineering services, and we are fully staffed to accommodate those needs as they arise.

As the project manager, Pat Somerville will be the City's primary contact. Abbreviated resumes along with a listing of our staff qualifications are included in the following pages and full resumes for key staff are included at the end of this section.



PROJECT TEAM EXPERIENCE

MEET OUR PROJECT MANAGER



Pat Somerville, PE | PROJECT MANAGER | AVAILABILITY 65%

BS in Civil Engineering, California State University, Long Beach | CA PE C56141

- » Former public agency employee with over 36 years of experience in transportation and public works improvement projects
- » Strong project, contract, and program management history on a wide variety of assignments and projects

Pat brings more than 36 years of experience in civil engineering and management with a focus on municipal and capital improvement projects. **He started his career in the public sector, working nearly 12 years for the City of Fullerton.** This provides Pat with understanding of the inner workings of a City. Additionally, he has held numerous on-call contracts and program management assignments. A summary of this experience includes:

City of Fullerton: As an Associate Engineer for the City, Pat was responsible for the delivery of the Capital Improvement Program (CIP), including the yearly arterial, residential and alley pavement programs, curb & gutter and sidewalk replacement, street and intersection widenings, sewer and storm drain improvements as well as city facility upgrades including parks, the City Hall remodel and Library remodel projects.

Long Beach On-Call Services: Across five separate contracts that Pat managed, over 30 task orders were delivered that included a variety of services including residential and arterial street reconstruction projects, over 9 miles of streetscape improvements including new raised medians, hydrology and hydraulic reports that supported major storm drain upgrades and stormwater facilities.

Santa Ana On-Call Services: Through consecutive on-call contracts, Pat delivered over 20 task orders that included residential and arterial pavement rehabilitation, structural analysis of existing city parking structures, upgrades of various city facilities. Pat also provided program management services, working part time out of City Hall, managing their CIP projects.

Tustin Consultant CIP Manager Services: Working as an extension of city staff in City Hall, provided management services oversee and facilitate the CIP projects, including the annual major maintenance projects, coordinated issues in all phases of the project and prepared documents for the E-76 funding packages to submit to Caltrans to receive the necessary authorizations.

Through this experience, he has developed proven consensus building skills with staff, the community and project stakeholders. He is adept at public presentations at City Council, Commission or community outreach meetings. He actively engages third parties, including transportation agencies, regulatory agencies, and utility companies, coordinating early and often through the project life cycle. He brings extensive experience with a proven ability of on-time project delivery.

Additional recent projects include:

- » Systemic Safety Analysis Report, Montebello
- » Long Beach Boulevard Complete Street Improvements, South Gate
- » Firestone Boulevard Widening, Norwalk
- » Valley Boulevard Multimodal Improvements, Los Angeles
- » Complete Streets Program, Los Angeles
- » Yorba Linda Boulevard Widening, Yorba Linda
- » Doran Street Grade Separation, Los Angeles
- » Westside Storm Drain Improvements, Long Beach
- » Brea Canyon Road Widening, Orange County
- » OC Loop Segment D Bike Path, Orange County
- » OC Streetcar, OCTA
- » Standard Avenue Bike Lanes, Santa Ana

MEET OUR KEY STAFF

Supporting Pat are the following key staff. Pat hand selected this team of experts based on their skills and qualifications and how they will benefit the on-call contract. Most of our key team members have been working within the region for years and they have a thorough understanding of the standards, guidelines, and processes of the agencies.



Josh Cospers, PE, QSD, PLS | QA/QC, PLAN CHECKING | AVAILABILITY 60%

BS in Civil Engineering, University of California, Irvine | CA PE C71667, CA PLS 8774, CA QSD 00709

- » Over 18 years of experience on transportation and public works projects, including program management, for agencies throughout Southern California.
- » Project delivery specialist with strong background in street improvements, utility coordination and right of way.

Josh has more than 18 years of experience as a successful project manager, civil design lead, and right of way/utility lead on numerous complete streets, transportation and bridge projects. Josh brings a uniquely diverse set of skills to his projects as the QA/QC and plan checking lead. Having experienced all phases of a project - from feasibility study through to construction support - and through having more than just a background in design, Josh is able to view projects holistically, with a focus on value engineering and constructibility to ensure high quality construction documents that minimize potential for change orders. Recent projects include:

- » Limonite Avenue Gap Closure, Eastvale
- » Brea Canyon Road Widening, Orange County
- » McKinley Grade Separation Program Management, Corona
- » SR-47/Front Street/Harbor Boulevard Interchange Improvements, Los Angeles
- » Right of Way Engineering Program Manager, Landside Access Modernization Program Los Angeles World Airport



Alan Su, PE | ROADWAY | AVAILABILITY 60%

BS in Civil Engineering, University of California, Irvine | CA PE C66042

- » Over 20 years of experience delivering local roadway improvements, pedestrian and bicycle access improvements.
- » Knowledgeable about all phases of project delivery for local infrastructure projects, including project reports, environmental documents, and final PS&E

Alan Su has more than 20 years of diverse engineering experience in the transportation field. He has multi-use trails and local road improvement experience throughout Southern California, and as well as significant planning and engineering experience with Caltrans on the state highway system. He is known for his client service approach to successful project delivery with both public and private clients. His experience includes preliminary engineering to final design.

- » On-Call Professional Engineering Services, Yorba Linda
- » Bake Parkway/Jeronimo Road, Irvine
- » Jeffrey Road/Irvine Boulevard Improvements, Irvine
- » Irvine Center Drive/Bake Parkway, Irvine
- » Technology Drive Extension, Irvine
- » SR-47/Front Street/Harbor Boulevard Interchange Improvements, Los Angeles
- » SR-241/SR-91 Improvements Project Report, TCA



Xavier Espinosa, PE | ROADWAY | AVAILABILITY 65%

BS in Civil Engineering, California State University, Los Angeles | CA PE C88927

- » Over 9 years of experience delivering capital improvement projects in Los Angeles County, including numerous complete streets and grade separation projects.
- » Strong technical skills in developing cost-effective solutions, managing third-party coordination, and on-time delivery of projects.

Xavier brings more than 9 years of experience in small and large transportation projects in Southern California. He has experience in the design and coordination of local and arterial facilities, highways, at-grade rail crossings, and roadway improvements. He has led project teams in the delivery of projects to the client's satisfaction, as well as supported the design in other disciplines such as rail, utilities, and storm drain design. His project experience includes roadway realignments, highway widening, grade separations, street rehabilitation, parkway improvements, and redesign of at-grade rail crossings. Recent projects include:

- » Firestone Boulevard Widening, Norwalk
- » Long Beach Boulevard Green Street Improvements, South Gate
- » 6th Street Viaduct Replacement, Los Angeles
- » Doran Street Interim Improvements, Los Angeles
- » Rosecrans/Marquardt Grade Separation, Santa Fe Springs
- » Turnbull Canyon Road Grade Separation, Los Angeles
- » Complete Streets Program, Los Angeles



Paul Martin, PE, TE, LCI | ACTIVE TRANSPORTATION | AVAILABILITY 60%

BS in Civil Engineering, University of California, Irvine | CA PE C65868, CA TE TR2315, CA LCI 4936

- » Former public agency employee with over 23 years of experience improving public travel safety
- » Brings extensive active transportation, community engagement, traffic engineering, and strategic funding experience

Paul has more than 23 years of experience as a transportation manager and traffic engineer. He has a strong engineering and planning background that is focused on improving public travel and safety. As a former public employee for OCTA and the City of Placentia, he has thorough understanding of public policies and procedures. Paul's expertise includes active transportation, community engagement, traffic engineering, and strategic funding programs. As the first countywide Active Transportation Coordinator for Orange County Transportation Authority (OCTA), Paul secured over \$6 million in ten distinct grants to address infrastructure and non-infrastructure needs. He is also familiar with the requirements of the Caltrans Sustainable Communities grant program and has managed multiple projects funded through the program. Recent projects include:

- » Systemic Safety Analysis Report, Montebello
- » On-Call Transportation and Traffic Engineering, Newport Beach
- » Southern California Association of Governments On-Call
- » Mendez Historic Freedom Trail, Westminster
- » Standard Avenue Protected Bike Lanes, Santa Ana
- » County-Wide Active Transportation Plan, Orange County
- » OC Loop Promotion Strategy, Orange County



Cesar Moreno | ENVIRONMENTAL | AVAILABILITY 55%

BA in Environmental Analysis and Design, University of California, Irvine | CA PE C56141

- » Brings more than 14 years of experience managing, preparing, reviewing, and overseeing the approval of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents
- » Has experience working with public agencies including Los Angeles and Ventura Counties, and Caltrans.

Cesar is a Senior Environmental Planner and Project Manager with more than 14 years of experience involving the management, preparation, review, and approval of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. As a dedicated public servant, he assumed diverse roles in the fields of environmental, transportation, open space, natural resource, and city planning while working on major projects in some of the most environmentally sensitive areas of Los Angeles and Ventura counties. Mr. Moreno brings a versatile and innovative approach to project delivery, tailored to the needs of his clients and counterparts in the engineering, design, planning, environmental and legal professions. His approach is informed by multiple appointments to project teams at critical junctures during project development and construction. Recent projects include:

- » Glendale Boulevard-Hyperion Avenue Complex of Bridges Improvement, Los Angeles
- » 6th Street Viaduct Replacement, Los Angeles
- » Northwest State Route 138 Corridor Improvements, Los Angeles, County
- » Alameda Street Mobility, Los Angeles



Bill Zimmerman, PE, TE, PTOE | GRANT ADMINISTRATION | AVAILABILITY 55%

BS in Civil Engineering, University of Colorado, Boulder | CA PE C48667, TE C2254

- » Over 30 years of experience in transportation and municipal engineering projects.
- » His Federal funding management experiences includes: HBRR, STPL, HES, IMD, SRTS, Seismic, Discretionary, and ARRA, HSIP, and BTA.
- » He has served as Interim City Engineer, Public Works Director, City Traffic Engineer, and provided City Staff Support.

Bill's professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering. He has also provided project management, project engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections. He also has extensive experience in the production and preparation of PS&E projects. Recent projects include:

- » On-Call Traffic Engineering, Signal Hill
- » Interim City Engineer, Norwalk
- » On-Call Civil and Traffic Engineering, Seal Beach
- » Traffic Engineering Services, Mission Viejo

ADDITIONAL SUPPORT STAFF

In addition to the key staff listed above, the table below shows the additional staff that will be available. We have expanded our team to provide a deeper bench of resources during this unusual period of staff and resource shortages. Mark Thomas has confirmed that the availability of the team members selected for this on-call contract, listed on the organizational chart and below, have availability ranging from at least 50% up to 90% for the duration of this contract, and are bolstered by over 60 staff in our Southern California offices and 300 company-wide staff, in addition to the services provided by our subconsultants, which allows us to staff task orders as they arise.

TEAM MEMBER & ROLE	EDUCATION, LICENSE, & YEARS OF EXPERIENCE	RECENT SIMILAR EXPERIENCE
Darin Johnson, PE <i>Project Director</i>	BS in Civil Engineering North Dakota State University CA PE C46405 38 years of experience	» Limonite Avenue Gap Closure, Eastvale » McKinley Street Grade Separation, Corona » On-Call Professional Consultant Services, Yorba Linda » Long Beach Boulevard Green Street Improvements, South Gate
Kimberly Barling <i>Roadway</i>	BS in Civil Engineering University of California, Irvine CA PE C92279 7 years of experience	» On-Call Professional Engineering Services, Yorba Linda » Firestone Boulevard Widening, Norwalk » Long Beach Boulevard Green Street Improvements, South Gate » Turnbull Canyon Road Grade Separation, Industry » Limonite Avenue Gap Closure, Eastvale
Ashley Lee <i>Roadway</i>	BS in Civil Engineering University of California, Irvine CA PE C88128 9 years of experience	» Firestone Boulevard Widening, Norwalk » Standard Avenue Bike Lanes, Santa Ana » Brea Canyon Road Widening, Orange County » Long Beach Boulevard Green Street Improvements, South Gate
Ravi Shah, PE <i>Caltrans Design/Coordination</i>	BS in Civil Engineering California Polytechnic State University, Pomona CA PE C79183 15 years of experience	» Bayside Drive Improvements, Newport Beach » On-Call CIP Support Services, Orange County » Brea Canyon Road Widening, Orange County » SR-47/Front Street/Harbor Boulevard Interchange Improvements, Los Angeles
Bo Burick, PE <i>Caltrans Design/Coordination</i>	MS in Civil Engineering University of California, Irvine CA PE C60456 23 years of experience	» I-605 Hot Spots Study, Metro, Caltrans » I-215/Harley Knox Interchange, Perris » I-15 Congestion Relief, Temecula » On-Call Engineering Support Services, Orange County » Capital Improvement Project Program Management, Orange County
Ricky Chan, PE, TE, PTOE <i>Traffic Engineering</i>	BS in Civil Engineering University of California, Irvine CA PE C71389 CA TE TR2673 PTOE 3685	» Raymond Avenue/Pico Street Traffic Signal Modification, Pasadena » Walker Street/Delong Street Traffic Signal and Interconnect, Cypress » Highland Avenue/Mango Avenue Traffic Signal, Fontana » MacArthur Boulevard/University Drive Rehabilitation, Newport Beach » SR-60/Archibald Avenue Interchange, Ontario
Ray Kommidi, PE, TE -LIN CONSULTING <i>Traffic Engineering</i>	MS in Civil Engineering Clemson University CA PE C76481 CA TE 2591 18 years of experience	» Westside Purple Line Extension Section 2 and 3, Los Angeles » Exposition Light Rail Transit, Los Angeles » Montebello Avenue Grade Separation Traffic Study, Montebello » Traffic Signal Design, Glendale » Puente Avenue Grade Separation, Los Angeles
Bobby Lin, PE <i>Transit Systems</i>	BS in Civil Engineering University of California, Irvine CA PE C85563 10 years of experience	» Systemic Safety Analysis Report, Montebello » On-Call Civil Engineering Consulting Services, Walnut Creek » OC Loop Segment D, Orange County » Marin Transit On-Call Engineering Services, Marin County » Contra Costa County On-Call, Contra Costa County

TEAM MEMBER & ROLE	EDUCATION, LICENSE, & YEARS OF EXPERIENCE	RECENT SIMILAR EXPERIENCE
Jesseca Martinez <i>Transit Systems</i>	BS in Civil Engineering University of California, Irvine 6 years of experience	» Doran Street Grade Separation, Glendale » OC Streetcar, Santa Ana » Anaheim Canyon Station, Anaheim » Brighton to Roxford Double-Track, Metro
Flora Diaz, PE, QSD <i>Drainage/Stormwater</i>	BS in Civil Engineering University of California, Los Angeles CA PE C90445 QSD 90445 8 years of experience	» Chakemco Street Improvements, South Gate » Long Beach Boulevard Green Street Improvements, South Gate » Firestone Boulevard Widening, Norwalk » Long Beach Boulevard Green Street Improvements, South Gate » OC Loop Segment O, P, Q, Orange County
Mazen Mneimneh, PE, QSD <i>Construction Support & Management</i>	MS in Engineering Management Santa Clara University BS in Civil Engineering Beirut Arab University CA PE C65560 QSD 06556	» Firestone Boulevard Bridge Replacement, Norwalk » "The Boulevard" Firestone Boulevard Regional Corridor Enhancement, South Gate » Central Avenue Project, Montclair » Gerald Desmond Bridge, Long Beach
Zeki Kayiran, PE -AKM CONSULTING ENGINEERS <i>Pump/Lift Stations</i>	MS in Civil Engineering California State University, Long Beach CA PE C29330 48 years of experience	» Lift Stations 2, 3, and 7, Alhambra » Pump Station 2, 3, and 6, Camarillo » Pump Station 35 and 8th Street, Seal Beach » Lift Station C and Edgewater Sewage Lift Station, Huntington Beach » Pump Station 1 and 7, El Segundo
Robert Vasquez, PE <i>Utility Design/Coordination</i>	BS in Civil Engineering California State Polytechnic University, Pomona CA PE C74012 16 years of experience	» Limonite Avenue Gap Closure, Eastvale » Non-potable Water Line Improvements, Jurupa Valley » On-Call Transit Connector, Inglewood » McKinley Street Grade Separation, Corona » Wildomar Cemetery ADA/Palomar Widening, Wildomar
Julie Passalacqua, PE <i>Structures</i>	MS in Civil Engineering University of California, Davis CA PE C68407 19 years of experience	» McKinley Grade Separation, Corona » Nuevo Road Bridge Reconstruction, Riverside County » Brea Canyon Road Widening, Orange County » OC Loop Segment O, P, Q, Orange County
Trisha Keith, PE <i>Plan Checking</i>	BS in Civil Engineering University of California, Irvine CA PE C62490 24 years of experience	» Long Beach Boulevard Green Street Improvements, South Gate » On-Call CIP Projects, Orange County » On-Call Roadway and Bikeway Engineering, Orange County » Walnut Avenue/The Mall Traffic Signal Improvements, Irvine
Steven Heise, PLS <i>Surveying</i>	BS in Geomatics British Columbia Institute of Technology CA PLS 8777 25 years of experience	» Long Beach Boulevard Green Street Improvements, South Gate » On-Call Transit Connector, Inglewood » On-Call Surveying PG&E, Sacramento » Bake Parkway/Jeronimo Road, Irvine » On-Call Southern California Edison, Southern California
Lam Le, PLS -CL SURVEYING <i>Surveying</i>	BS in Aerospace Engineering California Polytechnic State University, Pomona PLS 8231 25 years of experience	» Caltrans District 8 On-Call Surveying Services, San Bernardino and Riverside Counties » Caltrans District 7 On-Call Surveying Services, Los Angeles County

TEAM MEMBER & ROLE	EDUCATION, LICENSE, & YEARS OF EXPERIENCE	RECENT SIMILAR EXPERIENCE
Edward Lok, Arch, LEED AP -BOA <i>Building Improvements</i>	B of Arch. University of Hawaii CA Arch C16840 38 years of experience	» On-Call, Pasadena » On-Call, San Bernardino » On-Call, Cypress
Marty Armstrong, PLA <i>Landscape Architecture</i>	BS in Landscape Architecture California Polytechnic State University, San Luis Obispo CA RLA 4607 28 Years of experience	» Chakemco Street Improvements, South Gate » Firestone Boulevard Widening, Norwalk » Long Beach Boulevard Green Street Improvements, South Gate » Brea Canyon Road Widening, Orange County » Limonite Avenue Gap Closure, Eastvale
Michael Aceves, RIA, ASLA -TATSUMI & PARTNERS <i>Landscape Architecture</i>	BS in Landscape Architecture California Polytechnic State University, Pomona CA RLA 2033 43 years of experience	» Montebello Riverbed Restoration Project, Montebello » Grant Rea Park, Montebello » San Gabriel River Bike and Pedestrian Trail Bridge, Long Beach » Atlantic Boulevard Bridge Replacement, Vernon
Maria Yanez- Forgash -ARELLANO ASSOCIATES <i>Community Outreach</i>	MA Public Administration California State University, Fullerton 22 years of experience	» LA Metro Eastside Transit Corridor Phase 2, San Gabriel Valley » Rail to River Active Transportation Corridor, Los Angeles » LA Metro Micro Pilot Program, Los Angeles County
Alahesh Thurairajah, PE, GE -EARTH MECHANICS <i>Geotechnical</i>	MS in Civil Engineering University of California, Los Angeles CA PE 81439 CA GE 3123 13 years of experience	» Rosecrans/Marquadt Grade Separation, Santa Fe Springs » Kelvin Pedestrian Bridge, Irvine » Crown Valley Parkway Widening, Laguna Niguel
Byron Cazar, PLS <i>Right of Way Engineering</i>	BS in Civil Engineering Pontific Catholic University CA PLS 9337 21 years of experience	» McKinley Street Grade Separation, Corona » On-Call Transit Corridor, Inglewood » Bake Parkway/Jeronimo Road, Irvine » Standard Bike Lanes, Santa Ana
Daniela Borbe -MONUMENT ROW <i>Right of Way Acquisition</i>	BA in Administration Babes Bolyai, Romania 20 years of experience	» Whittier Boulevard and Beach Intersection, La Habra » Nason Street Widening, Moreno Valley » North Street Viaduct, Tustin
Jennifer Johnson -GPA <i>Regulatory Permitting</i>	BS in Marine Biology California State University, Long Beach 14 years of experience	» 6th Street Viaduct Replacement, Los Angeles » Firestone Boulevard Bridge Widening Over San Gabriel River, Norwalk » City of Hope Storm Drain Infrastructure, Irwindale
Ryan Bissegger <i>Funding Support</i>	BA in International Business Westminster College 18 years of experience	» Third Street Grade Separation TCEP Application, Riverside » Limonite Gap Closure SB-1 LPP Grant Application, Eastvale » OC Loop Segments O, P, Q, ATP Grant Applications, Orange County » Santa Ana Grade Separation RAISE Grant Application, Santa Ana

PROJECT EXPERIENCE

Mark Thomas has significant experience providing on-call services for local agencies. We understand the importance of being flexible and responsive when meeting project needs. We consider ourselves experts in providing task order driven services with limited budgets and reduced schedules. Over the years we have found that the cornerstone of a successful project is for us to operate as an extension of City staff. Our longevity and local experience serve as clear evidence that we know how to manage and deliver projects. A sampling of our on-call contracts is shown below.

City of Anaheim

On-Call Engineering Services

City of Brentwood

On-Call General Civil and Survey

City of Concord

On-Call Survey Services (Various Projects)

City of Cupertino

On-Call General Civil

City of Davis

On-Call General Civil Engineering

City of Dublin

On-Call Engineering Services

City of Fullerton

On-Call Engineering Services

City of Gilroy

Streets, Trails and Sidewalks

City of Irvine

Consultant Team Program

City of La Mirada

On-Call Engineering Services

City of Lincoln

On-Call Engineering Services

City of Menlo Park

On-Call Professional Services

City of Moreno Valley

On-Call Professional Services

City of Placerville

On-Call Engineering Services

City of Pleasanton

On-Call Transportation Services

City of Pomona

On-Call Engineering Services

City of Rancho Cordova

On-Call Consulting Services

City of Redwood City

On-Call Civil, Survey Services and Structural

City of Roseville

On-Call Engineering

City of Sacramento

On-Call Civil Engineering, On-Call Surveying Services (Separate Contracts)

City of San Jose

On-Call Trail Design Services, On-Call Surveying Services (Separate Contracts)

City of San Jose Water Company

On-Call Structural Services, On-Call Survey Services (Separate Contracts)

City of Santa Ana

On-Call Professional Services

City of South San Francisco

On-Call Civil Engineering Services, On-Call Survey Services (Separate Contracts)

City of Vallejo

On-Call Consulting Services

City of Walnut Creek

On-Call Consulting Services

City of Yorba Linda

On-Call Consulting Services

Contra Costa County Public Works

On-Call Civil and Structural Engineering (Separate Contracts)

Calaveras County

On-Call Construction Management

Fresno County

On-Call Engineering

LAX

On-Call Right of Way Services

Monterey County

On-Call Survey Services

Napa County Transportation & Planning Agency

On-Call Engineer/Architect & Project Delivery Services

Orange County

On-Call Road and Bridge Services

Placer County

On-Call Engineering Services

Riverside County

On-Call Engineering Services

San Bernardino County

On-Call Engineering Services

San Mateo County Transit District

On-Call Engineering Services
On-Call Construction Management

Santa Clara Valley Water District

On-Call Structural Engineering

Sonoma County

On-Call Engineering Services

Santa Clara County, Road and Bridges Dept.

Civil Design and Structural Engineering
On-Call Construction Management

Trinity County Department of Transportation

On-Call Engineering Services

Tuolumne County Department of Public Works

On-Call Engineering Services

Union City

On-Call Engineering Services

SYSTEMIC SAFETY ANALYSIS REPORT

MONTEBELLO

Mark Thomas prepared a Systemic Safety Analysis Report for the City of Montebello. The report involves analyzing crash history throughout the jurisdiction and identifying key intersections and roadway segments for further analysis. The analysis will include identification of safety countermeasures and preliminary benefit cost ratios. The project also involves preparing 30% designs and cost estimates for the recommended projects.

CLIENT

City of Montebello

PERIOD OF PERFORMANCE

2021-2022

KEY STAFF

Pat Somerville

Paul Martin

MCKINLEY GRADE SEPARATION PROGRAM MANAGEMENT

CORONA

Mark Thomas is providing comprehensive program management services for the City of Corona to construct a grade separation facility over the Burlington Northern Santa Fe (BNSF) tracks south of SR 91. The project includes improvements along McKinley Street from Magnolia Avenue to the SR 91 eastbound off ramps, including installation of a steel tied arch bridge structure crossing the railroad.

Mark Thomas was responsible in securing over \$18 million since 2020 through the Trade Corridor Enhancement Program (CTC), Highway Railroad Crossing Safety Account (CTC), and Section 190 Grade Separation Program (CPUC) closing the deficit from the original funding procured by the City. Additionally, Mark Thomas was responsible for developing programmatic project cost estimates and projections through construction that included risk analysis/mitigation, escalation/inflation analysis, and sources of funding (8 total) for the \$112 million project.

Mark Thomas was also responsible for plan checking the design consultants improvement plans and calculations, coordination for approvals with Riverside County, City of Riverside, Riverside County Flood Control, and Caltrans. Additionally, Mark Thomas was responsible for the oversight of the \$25 million acquisition program with approximately 15 impacted properties. Mark Thomas also lead utility relocation efforts, including the development of utility agreements, for the ten utility owners within the Project limits.

CLIENT

City of Corona

PERIOD OF PERFORMANCE

2019-present

KEY STAFF

Josh Cosper



COUNTY OF ORANGE ON-CALL

ORANGE COUNTY

Mark Thomas has been providing on-call support for the County of Orange as a qualified vendor, for multiple on-call contracts. Within the last 2 years we have delivered over 13 task orders with services including roadway geometrics, signing and striping, drainage design, bridge type selection, and PS&E documents as well as the development of reports and grant applications. A sampling of task order projects that Mark Thomas has completed throughout the course of the on-call include:

Modjeska Grade Road Improvements

Modjeska Grade Road is an approximately 1.3-mile, two-lane rural highway connecting southern Orange County with the Tucker Natural Preserve and Birds Watching Sanctuary via Santiago Canyon Road. The proposed project addresses critical pavement and drainage deficiencies along Modjeska Grade Road while balancing community aesthetics and maintaining the rural community character. Our design team is working closely with the County to develop 35% plans that improve drainage and reduce erosion while minimizing the frequent maintenance currently required by the County.

John Wayne Airport

Mark Thomas is providing design and construction support to John Wayne Airport (JWA) for the development of design and construction documents for multiple landslide projects as part of JWA's asset management program. Mark Thomas delivered four critical maintenance projects within 5 months, which included the visual inspection, assessment and evaluation of multiple bridge structures (including confined space entry); roadway elements including pavement rehabilitation, striping and ADA enhancements; and obtaining Caltrans Encroachment Approval through District 12 for the overlay of an existing sign to the remote parking facility along Main Street.

Silverado Canyon Road Bridge Replacement

Mark Thomas is providing PS&E for the replacement of the Silverado Canyon Road Bridge over Ladd Creek. The project improvements include widening the existing undivided two lane roadway to a four-lane divided roadway, replacing the three existing bridges over the Brea Canyon Channel, rehabilitating the existing channel, constructing permanent retaining walls up to 65 feet high, and replacing the traffic signal at Canyon Country Road.

Grant Application Assistance

Mark Thomas provided grant application assistance for the OC Loop Segment O Cycle 4 ATP applications in May 2018. In addition to the grant application, the team prepared 20% plans and cost estimates for Segment O and Segment O, P, Q for the grant application and to assist the County with railroad coordination. Mark Thomas is also currently providing grant application assistance for the OC Loop Segment O and Segments O, P, Q for the Cycle 5 ATP applications, assisting the County with seeking support letters for local agencies and updating the Segment O and Segment O, P, Q plans and cost estimates.

"Mark Thomas has provided a variety of engineering services for Orange County Public Works. The firm has consistently met or exceeded expectations on all tasks. Client satisfaction and their responsiveness are major strengths."

- Regina Hu, former Orange County Public Works

CLIENT

Orange County

PERIOD OF PERFORMANCE

2018-present

KEY STAFF

Paul Martin

Josh Cosper



JWA ADA Improvements



Silverado Canyon

CITY OF IRVINE ON-CALL

IRVINE

Walnut Avenue/The Mall Traffic Signal Improvements

Mark Thomas is providing final design of a new traffic signal and bicycle and pedestrian improvements at the Walnut Avenue/The Mall intersection in the City of Irvine. This heavily traveled roadway provides the community with connections to two residential neighborhoods, local neighborhood parks, and an elementary school. Proposed improvements include a new traffic signal as well as striping enhancements, median modifications, bike lane extensions, and ADA ramp updates to enhance safety and improve the bicycle and pedestrian route to a nearby school.

Bake Parkway/Jeronimo Road Intersection Widening

The City of Irvine (City) selected Mark Thomas to prepare a project report and environmental document (PR/ED) for the proposed intersection improvements at Bake Parkway and Jeronimo Road. This intersection is bordered between cities of Irvine and Lake Forest. The proposed improvements include addition on adding one additional left turn for northbound Bake Parkway, one additional left turn for westbound Jeronimo Road, and on-street bike lanes for all 4 directions of the intersection. This intersection improvements were originally identified in the North Irvine Transportation Mitigation (NITM) and Lake Forest Transportation Mitigation (LFTM) programs.

As part of the PR/ED, Mark Thomas is working with both cities of Irvine and Lake Forest to develop a preferred project alternative to provide the required improvements that satisfy the current traffic needs, compatible with the NITM program updates, as well as minimize the potential impacts for the surrounding areas. The project geometrics will also evaluate both standard and nonstandard roadway widths, ADA compliance, identify right of way impacts, on-street Class II bike lanes for all 4 directions of the intersection, utilities impacts, drainage impacts, and prepare a project specific preliminary water quality management plan (WQMP). An Initial Study/Mitigated Negative Declaration (IS/MND), with the appropriate technical studies will also be prepared for this intersection improvement.

Jeffrey Road/Irvine Center Drive Widening

Mark Thomas is preparing the PS&E for the widening of the Jeffrey Road/Irvine Center Drive (ICD) intersection. The improvements will add capacity in the northbound, southbound and westbound through movements while adding storage capacity for selected left and right turn movements. Class II bicycle facilities will be provided in each direction with the lanes extending to the intersection. Pedestrian safety is enhanced through the removal of a free right turn movement and converting that to a standard right turn pocket.

Extensive utility coordination is required with the relocation of a SCE 220kV electrical transmission tower as well as underground electrical vaults. Numerous communication manholes are impacted and both domestic and reclaimed water facilities will require relocation. Hydrology, hydraulics and a Water Quality Management Plan (WQMP) are being provided along with modifications to the existing storm drain system due to the widening. A community outreach meeting will be held and an extensive business outreach effort is being provided due to the construction impacts of the adjacent shopping center.

CLIENT

City of Irvine

PERIOD OF PERFORMANCE

2010-present

KEY STAFF

Pat Somerville



Walnut Avenue/The Mall

ON-CALL ENGINEERING SERVICES

SANTA ANA

Mark Thomas is currently providing the City of Santa Ana with on-call engineering services. Task order projects that Mark Thomas has completed throughout the course of the on-call include:

Standard Avenue Bike Lanes

The City of Santa Ana continues to advance active transportation projects to better serve the community and enhance traffic safety. The Standard Avenue Bikeway Project was developed collaboratively with the community and formalized in the Central Santa Ana Complete Streets (CSACS) Plan. It addresses multimodal mobility needs with high-quality public space improvement.

Mark Thomas is leading the preparation of engineering design plans (PS&E) to right-size and reconfigure two miles of Standard Avenue from Warner Avenue to First Street. The project includes buffered bicycle lanes, separated bikeways, and shared use bicycle routes as well as green conflict striping, crosswalks, and landscaping. The project will include the first protected intersection design within the City at Standard Avenue/McFadden Avenue and continue to anchor Santa Ana as a community that delivers mobility solutions for the residents.

Our team is leading the community engagement, stakeholder coordination, and final design of this important backbone corridor for travel north-south within the City. The future facility provides enhanced connectivity to four parks, four elementary schools, local commercial stores, residential properties, and employment centers. Public engagement has included pop-up tabling events, digital and print media promotion, and one public workshop in July 2021.

Warner Avenue Improvement and Widening Phase I

Mark Thomas is providing design services to the City of Santa Ana for the widening of Warner Avenue, from Main Street to Oak Street. The project will widen the roadway from a four-lane undivided arterial to a six-lane divided arterial to conform to the City and County Arterials Master Plan. The project includes improvements to the Main Street intersection as well as five residential streets. The project also includes landscape improvements and permanent water quality improvement features within the parkway areas. A major component of the project is the installation of drainage infrastructure. The existing storm drainage system carries a major watershed system within a 66-inch RCP. The replacement system will be upsized to a 18-foot by 9-foot reinforced concrete box that will tie into the existing system downstream. Per the City's direction, we refined the design to include a curb separated Class IV protected bike lane, a first within Orange County. The Class IV will serve to connect to the regional Pacific Electric Bicycle Trail Class I. This has required the evaluation of driveway consolidations in order to provide a more comfortable facility for bicyclists. Due to funding constraints, the project is being delivered on an expedited schedule.

CLIENT

City of Santa Ana

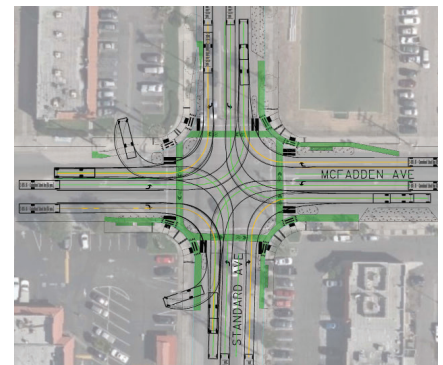
PERIOD OF PERFORMANCE

2018-present

KEY STAFF

Paul Martin

Patrick Somerville



Standard Avenue



Warner Avenue

SACRAMENTO REGIONAL TRANSIT DISTRICT ON-CALL

SACRAMENTO COUNTY

Mark Thomas is providing on-call engineering services for SacRT. Task orders under this contract include the following:

Electric Vehicle Charging Station

Mark Thomas was responsible for the preparation of civil and structural design plans and details for two phases of an electric bus charging station near the SacRT Administrative building. Mark Thomas is conducting a topographic survey and base map to identify pad locations for equipment mounting of the site. Mark Thomas also coordinated with M. Neils Engineering on the development of the electrical plans for the charging station.

I-80/Watt Avenue Transit Center Station Design

Mark Thomas is currently working with Sacramento Regional Transit District (Sac RT) under the General Engineering Support Services (GESS) contract to support development of the Watt Avenue/I-80 Station Master Plan. For this effort, we are working with Sac RT and Walk Sacramento to provide engineering and architecture design support to prepare graphics showing site opportunities and constraints and potential improvement alternatives to support public outreach efforts and develop the Master Plan report. The existing Watt Avenue/I-80 Transit Center was constructed 30 years ago and includes two light rail stations and bus transfer points in the median area of I-80 between Watt Avenue and Roseville Road. The facility also incorporates substantial park and ride facilities with direct vehicle connections to I-80, and stairways and elevator connections for pedestrians on the Watt Avenue overcrossing. In July 2017, SacRT Police conducted a Crime Prevention Through Environmental Design (CPTED) review of the Watt I-80 Station and developed a number of recommendations for mitigating several safety and security issues at the station.

Dos Rios Station Design Ph I

Mark Thomas is providing general engineering and design, and landscape architecture services for preparation of design development drawings and construction documents for the new SacRT Dos Rios light rail station north of downtown Sacramento. Key features of the project include realigning the light rail tracks and extending the double-track light rail systems including communication, OCS and signaling through the new station platforms. Their design includes modifications to existing roadways, parking lots, storm drain facilities, and existing City utilities. Mark Thomas is also providing support for right of way acquisition, utility coordination, and surveying. Mark Thomas' landscape architecture and urban design (LAUD) team is leading urban design and aesthetic site enhancements of the project to meet the needs of the key features identified by SacRT, while keeping maintenance considerations and budgets in mind. This project is funded by federal and local grants. Phase 1 includes preparation of design development plans based on a previously developed architectural concept for the station. Phase 2 includes completion of the final design and preparation of construction bid documents.

CLIENT

Sacramento Regional Transit District

PERIOD OF PERFORMANCE

2019-present



I-80/Watt Avenue Transit Center



Dos Rios Station



GRANT REA PARK - TATSUMI & PARTNERS, INC.

MONTEBELLO

Tatsumi and Partners was retained to provide the designs for a new irrigation system for the entire park, new sports lighting for the seven ball fields, and relocation of equestrian facilities. The only special problem encountered was the need to consolidate water and electrical power sources. Due to the age of the park, over the years as additional facilities were added, numerous sources of water and power were also added. For this project, the city desired to consolidate these numerous sources into one source for irrigation water and one source for electrical power. This was accomplished with the proper engineering and coordination with the utility companies. This was all performed in partnership with City staff. All PS&E documents were produced electronically to the City's standards.

CLIENT
City of Montebello

PERIOD OF PERFORMANCE
2019-present

KEY STAFF
David Tatsumi

RESUMES



PAT SOMERVILLE, PE

PROJECT MANAGER



EDUCATION

BS in Civil Engineering

REGISTRATION

CA C56141

Pat has over 36 years of experience in civil engineering and management with a focus on municipal transportation and other complex capital improvement projects. He brings proven consensus building skills. He is adept at public presentations at City Council, Commission or community outreach meetings. He actively engages third parties, including regulatory agencies, utility companies, Class I and commuter rail and CPUC, coordinating early and often through the project life cycle. He brings extensive arterial highway widening experience with a proven on time project delivery.

REPRESENTATIVE PROJECTS

SYSTEMIC SAFETY ANALYSIS REPORT, MONTEBELLO

Lead civil engineering team for the preparation of a Systemic Safety Analysis Report for the City of Montebello. The report involves analyzing crash history throughout the jurisdiction and identifying key intersections and roadway segments for further analysis. The analysis will include identification of safety countermeasures and preliminary benefit cost ratios. The project also involves preparing 30% designs and cost estimates for the recommended projects.

ON-CALL ENGINEERING SERVICES, FULLERTON

Project manager providing on-call services for the city. Efforts have included the conceptual and final design services for the annual sewer replacement program for three consecutive years, providing surveying and geotechnical services, performing third-party peer and constructibility review on a grade separation project, and a feasibility study for retaining walls at Lion's Field in order to determine the most cost-effective solution for retaining up to 35-feet of slope excavation.

FIRESTONE BOULEVARD WIDENING, NORWALK

Project Manager for the widening of Firestone Boulevard from Studebaker Road to Imperial Highway. The widening will provide a third northbound lane, Class II bike lanes, and sidewalk on the southbound side of the street. The bridge over the UPRR tracks will be widened. Additionally, the project included modifications to four traffic signals, new retaining walls and landscape/complete street improvements throughout. Utility relocation coordination for more than ten utility owners was required.

AS-NEEDED CIVIL ENGINEERING SERVICES, LONG BEACH

Project Manager. Over a nine-year period and across five different contracts, Pat delivered over 30 separate projects

totaling over \$40 million in construction. Work included residential street reconstruction, rehabilitation of arterial highways, extensive cross-sectional analysis for pavement strategy, installation or full replacement of curb and gutter, and over nine miles of new landscaped median\ islands. Additionally, task orders included new and upgraded storm drain systems, pump station modifications and stormwater treatment implementation. Responsible for presenting the project in detail at public informational and project area committee board meetings.

ON-CALL ENGINEERING SERVICES, SANTA ANA

Project manager for engineering services in support of the City's capital improvement program. Delivered over 20 task orders that included analysis and design for city owned parking structures, stadiums, parking lots and parks; arterial and residential street rehabilitation projects, building improvements at Thornton Park, fountain upgrades at the Civil Center plaza and a freeway on-ramp widening. Also worked part-time at City Hall for a 12 month period managing other consultant led CIP projects.

COMPLETE STREETS PROGRAM, LOS ANGELES

Project manager for the design of the first six street corridors in this program, totaling 22 miles. This inaugural \$84M program implemented LADOT Vision Zero elements. Pat participated in weekly and bi-weekly meetings with representatives from multiple City of Los Angeles departments including, LABOE, LA Department of Transportation (LADOT), StreetsLA, Bureau of Street Lighting (BSL), Urban Forestry Division (UFD), LA Sanitation (LASAN), and Bureau of Contract Administration (BCA). The marquee project is Avalon Blvd., which will enhance mobility for all modes of travel with protected bike lanes, bus boarding islands, and accessibility and sidewalk improvements.

JOSH COSPER, PE, QSD, PLS

QA/QC, PLAN CHECKING



EDUCATION

BS in Civil Engineering

REGISTRATION

CA C71667

CA QSD 00709

PLS 8774

Josh has more than 18 years of experience as a successful project manager on numerous complete streets, transportation and roadways projects providing project management, planning, and final design services. His passion includes providing innovative solutions on active transportation and complete streets projects and roadway widening infrastructure projects. He has also led over 50 miles of transportation corridor improvements as either the right of way, utility, drainage and/or civil lead.

REPRESENTATIVE PROJECTS

LIMONITE AVENUE GAP CLOSURE, EASTVALE

Project manager responsible for the preparation of roadway, pedestrian and bridge widening improvements (four lanes) to a one-mile segment of Limonite Avenue from Hellman Avenue in the City of Chino to Archibald Avenue. The project includes over 2 miles of bike lanes/multiuse trails, a pedestrian bridge providing connectivity to a Citywide trail system, a three span bridge structure, coordination with the US Army Corp of Engineers for MS 404/408 approvals, development of a multi-lane roundabout, and assistance to the City in the adoption of project specific design and safety standards to accommodate pedestrian/multimodal friendly improvements. Josh was responsible for all facets of project delivery from preliminary design through final design.

MCKINLEY GRADE SEPARATION, CORONA

Program manager responsible for management of the design and right of way consultant firms developing improvement plans for a grade separation over the existing at-grade BNSF railroad crossing. This \$130 million project includes over 1 mile of roadway improvements, new bike and pedestrian improvements a steel tied arch bridge crossing the BNSF railroad and Temescal Canyon Channel through a major commercial/industrial hub in the City of Corona. Project includes management of over 10 complex partial property acquisitions, coordination with utility companies/CPUC/BNSF, securing over \$15 million in funding and the delivery of the overall project. Josh was also responsible for identifying numerous acquisition and utility relocation strategies saving the City over \$7 million in program costs.

PALOMAR COMPLETE STREETS, WILDOMAR

Project manager responsible for the preparation of this complete streets project in the Old Town area of Wildomar along Palomar Street from Wildomar Trail to Gruwell Street. This project included approximately 1 mile of roadway widening, a Class I trail system, buffered Class II lanes, and landscape/beautification improvements to renovate the Wildomar Cemetery frontage. This project also included enhanced crosswalks features and substantial upgrades to non ADA compliant features. Josh assisted the City in developing new design standards and guidelines for the trail features and led community presentations during the preliminary design/feasibility analysis.

HEACOCK STREET EXTENSION, MORENO VALLEY

Project manager responsible for the preliminary and final design of this phased roadway, pedestrian, and bicycle improvement project along Heacock Street from Harley Knox Boulevard to Catcus Avenue. The project included over 3.6 miles of roadway and bridge widening improvements and a combination of Class II bike lanes, trail improvements, and safety features as part of the street widening and rehabilitation improvements. The project also included regulatory agency approvals and permits from USACE, CDFW, and SWRCB. Additionally, Josh was responsible for utility coordination/relocation planning for close to 10 utilities, development of a conceptual multi-lane roundabout, bridge

ALAN SU, PE

ROADWAY

EDUCATION

BS in Civil Engineering

REGISTRATION

CA C66042



Alan has more than 20 years of diverse engineering experience in the transportation field. He has multi-use trails and local road improvement experience throughout Southern California, and as well as significant planning and engineering experience with Caltrans on the state highway system. He is known for his client service approach to successful project delivery with both public and private clients. His experience includes preliminary engineering to final design.

REPRESENTATIVE PROJECTS

IRVINE CENTER DRIVE AND JEFFREY ROAD INTERSECTION IMPROVEMENTS, IRVINE

Project manager responsible for developing a project report and environmental documents for the Jeffrey Road/Irvine Center Drive (ICD) intersection improvements. Services included developing three project alternatives, a traffic study analysis, environmental document, WQMP, and cost estimates. Based on the developed alternatives, Alan worked with the City staff and PDT members on selected a preferred alternative based on the least right of way impacts and as well as fulfilled the need of the NITM program. Tasks included providing project management, research and review, aerial topographic mapping, traffic analysis, preliminary design, project report preparation, photo simulations, a preliminary water quality management plan, and environmental document support.

STANDARD AVENUE BIKE LANES, SANTA ANA

Senior engineer leading the design for the project to redesign two miles of Standard Avenue to include buffered bike lanes, cycletrack, and bicycle boulevard. Key challenges being addressed through the project include on-street parking preservation, sight distance analysis, constrained right-of-way, protected intersection design, utility and drainage impacts, transit operations at the intersection, and storm drain and power pole relocations.

TECHNOLOGY DRIVE EXTENSION, IRVINE

While at a previous firm, Alan Su, was responsible for providing engineering services for the Irvine Company Community Development (ICCD) to develop engineering plans for the Technology Drive Extension project in the City of Irvine. The project included extending Technology Drive from an existing cul-de-sac and tied into the existing Laguna Canyon Road for approximately 3,300-feet of roadway. In addition to the roadway extension, a tie-back

retaining wall under the existing I-5 overcrossing bridge was required to provide enough space to accommodate the required roadway width. Additionally, the Technology Drive Extension Project also included new sewer line, domestic and non-domestic waterlines for Irvine Ranch Water District (IRWD).

BASTANCHURY DRIVE EXTENSION, YORBA LINDA

Project Manager responsible for final PS&E design services for the proposed Bastanchury Road improvements between Eureka Avenue and Casa Loma Avenue. Services included geometric alternatives developments that would widen the existing Bastanchury Road to provide a total of 4 lanes (2 lanes in each direction) to match the existing condition on the east side of Eureka Avenue and west side of Casa Loma Avenue, provide 5-foot on-street bike lanes, curb adjacent sidewalk on the northerly side of the road, and Class 1 multi-purpose trail on the southerly side of the road. To meet the Modified Primary Arterial Highway requirements, the proposed project also included raising the existing roadway profile of approximately 6 feet at the current sump location. This will improve the existing sight distance deficiencies for both the eastbound and westbound traffic on Bastanchury Road within the project limits. Additionally, the proposed improvements would also accommodate the proposed future developments on the north side of Bastanchury Road. Additional design services included roadway design, signing, and striping, drainage plans, Water Quality Management Plan (WQMP), retaining wall plans, ADA improvements, erosion control, cost estimates, and project specifications.

XAVIER ESPINOSA, PE

ROADWAY

EDUCATION

BS in Civil Engineering

REGISTRATION

CA C88927



Xavier has more than 9 years of experience in small and large transportation projects within Southern California. He has experience in the design and coordination of local arterial facilities, highways, at-grade rail crossings, and roadway improvements. He has led project teams and supported the design in other disciplines such as rail, utilities, and storm drain design. His project experience includes roadway realignment, highway widening, grade separations, street rehabilitation, parkway improvements, and redesign of at-grade rail crossings.

REPRESENTATIVE PROJECTS

6TH STREET VIADUCT REPLACEMENT, LOS ANGELES

Roadway engineer for the design of approximately two miles of intersections and roadway rehabilitation around the proposed 6th Street bridge. He was responsible for preparing roadway, striping, and drainage plans, in addition to coordinating with LABOE, LADOT, and Caltrans for plan approval.

CIVIL DESIGN ON-CALL SERVICES - COMPLETE STREETS PROGRAM, LOS ANGELES

Project engineer responsible for the identification of non-compliant curb ramps, damaged sidewalk, curb and gutter requiring reconstruction, as well as the design of curb ramps to meet ADA and City standards, and other associated street improvements. He was also responsible for leading the design team in multiple corridors and coordinated the deliver of land survey and utility mapping for the project.

DORAN STREET GRADE SEPARATION, LOS ANGELES

Project engineer for the delivery of PS&E, the project involved the closure of both the Doran Street and Broadway/Brazil Street at-grade crossing at the Metrolink tracks.

SR-47/Front Street/HARBOR BOULEVARD INTERCHANGE IMPROVEMENTS, LOS ANGELES

Project engineer responsible for PS&E for the SR 47/ Front Street/Harbor Boulevard Interchange modification to alleviate congestion and provide a direct connection to the existing West Basin Container Terminal facility for shipping terminal operators in the Port of Los Angeles. Improvements include widening on- and off-ramps for additional capacity and an increased acceleration/weave length. The realignment requires adding several retaining walls, the abandonment of the existing structure (Harbor

Boulevard Off-Ramp Undercrossing), the removal of the inactive portions of the Pacific Harbor Line, and minor realignment of Knoll Avenue.

ROSECRANS/MARQUARDT GRADE SEPARATION

Roadway Engineer for the alternatives analysis, environmental clearance and PS&E for a grade separation at the BNSF tracks

LONG BEACH BOULEVARD GREEN STREET IMPROVEMENTS, SOUTH GATE

Project engineer responsible for assisting with the conceptual design to meet the City's safety and multimodal goal.

TURNBULL CANYON ROAD GRADE SEPARATION, INDUSTRY

Roadway Engineer for the delivery of PS&E, alternative analysis, and environmental clearance of the Turnbull Canyon Road at-grade crossing at Union Pacific tracks. Also responsible for the quality control checks during various stages of the project, to ensure successful submittal of PS&E.

OC LOOP SEGMENT D, ORANGE COUNTY

Project engineer for the Carbon Canyon Channel Bikeway. The project includes a 12'-15' wide bikeway, undercrossing at Golden Avenue, a 160' long 12'x12' box culvert at Bastanchury Road, constructing permanent retaining walls, drainage conveyance, lighting, fencing, landscape, irrigation, hardscape, ADA access, bicycle/ pedestrian signals and beacons, street crossings, maintenance road access, signage, pervious pavement and localized stormwater best management practices (BMP's).

PAUL MARTIN, PE, TE, LCI

ACTIVE TRANSPORTATION



EDUCATION

BS in Civil Engineering

REGISTRATION

CA C65868

CA TR2315

LCI 4936

Paul has more than 23 years of experience as a transportation manager and traffic engineer. He has a strong engineering and planning background that is focused on improving public travel and safety. Paul's expertise includes active transportation, community engagement, traffic engineering, and strategic funding programs. As the first countywide Active Transportation Coordinator for Orange County Transportation Authority (OCTA), Paul secured over \$6 million in ten distinct grants to address infrastructure and non-infrastructure needs. He is also familiar with the requirements of the Caltrans Sustainable Communities grant program and has managed multiple projects funded through the program.

REPRESENTATIVE PROJECTS

SYSTEMIC SAFETY ANALYSIS REPORT, MONTEBELLO

Project manager for the preparation of a Systemic Safety Analysis Report for the City of Montebello. The report involves analyzing crash history throughout the jurisdiction and identifying key intersections and roadway segments for further analysis. The analysis will include identification of safety countermeasures and preliminary benefit cost ratios. The project also involves preparing 30% designs and cost estimates for the recommended projects.

MENDEZ HISTORIC FREEDOM TRAIL, WESTMINSTER

Project manager responsible for initiating concept for roadway reallocation to provide the first cycle-track in the City of Westminster. Paul positioned the City to seek regional Go Human event funding illustrating pop-up cycle-track in 2016 which later led to securing \$2.4 million in funding to implement the Mendez Historic Freedom Trail. The trail will provide an outdoor education opportunity related to the historic Mendez school desegregation case while also serving to manage stormwater runoff and provide a high quality bikeway for students and community members

STANDARD AVENUE PROTECTED BIKE LANES, SANTA ANA

Project manager responsible for PS&E for this project design that will include separated bikeways, a protected intersection, improved pedestrian crossings of Standard Avenue, buffered bike lanes, and a bicycle boulevard in the City of Santa Ana. Collectively the project will serve bicyclists and pedestrians to better travel along Standard Avenue and cross the roadway to travel within the City.

COUNTY-WIDE ACTIVE TRANSPORTATION PLAN, ORANGE COUNTY

Project manager responsible for securing an Active Transportation Program 2015 grant to prepare the first county-wide Active Transportation Plan covering both bicycle and pedestrian topics. Branded OC Active, the study updated the prior bicycle master plan and created data analysis to create pedestrian heat maps showing the highest need areas in all 35 jurisdictions. Creative outreach included engagement with schools for a chalk-based art contest related to walking and biking and pop-up events at over 70 unique community events county-wide.

OC LOOP PROMOTION STRATEGY, ORANGE COUNTY

Program manager responsible for leading communications and funding strategy for the 66-mile OC Loop to close the gap on the remaining 30-percent of unbuilt portions. Led presentations introducing project and soliciting input to over ten City Councils and coordinated a demonstration event of a gap closure linking with the Santa Ana River in Yorba Linda. Collaborated with two cities, railroad owner, and California Public Utilities Commission to negotiate land acquisition for 4.1 mile long rails-with-trails portion. Over \$20 million has been secured to close gaps along the OC Loop since 2012.



CESAR MORENO | SENIOR ENVIRONMENTAL PLANNER

Mr. Moreno is a Senior Environmental Planner and Project Manager with more than 14 years of experience involving the management, preparation, review, and approval of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. As a dedicated public servant, he assumed diverse roles in the fields of environmental, transportation, open space, natural resource, and city planning while working on major projects in some of the most environmentally sensitive areas of Los Angeles and Ventura counties. Mr. Moreno brings a versatile and innovative approach to project delivery, tailored to the needs of his clients and counterparts in the engineering, design, planning, environmental and legal professions. His approach is informed by multiple appointments to project teams at critical junctures during project development and construction.

EDUCATION

B.A., Environmental Analysis and Design, University of California, Irvine, 2007

YEARS OF EXPERIENCE

14.5

SELECTED PROJECT EXPERIENCE

6th Street Viaduct Replacement, Los Angeles. The City of Los Angeles is replacing the 6th Street Viaduct over the Los Angeles River and U.S. Highway 101 with a new viaduct. Mr. Moreno is the project manager overseeing the Environmental Commitments Record through construction.

Alameda Street Mobility, Los Angeles. The Los Angeles County Metropolitan Transportation Authority (Metro) proposes to close the Alameda Esplanade active transportation gap between Commercial Street and Arcadia Street to improve mobility and safety of the local roadway operations and freeway, enhance accessibility, and accommodate transit connectivity and planned multi-modal access. Mr. Moreno is the project manager overseeing the preparation of the Preliminary Environmental Analysis Report (PEAR) and associated technical studies.

Glendale Boulevard-Hyperion Avenue Complex of Bridges Improvement Project, Los Angeles. Mr. Moreno worked with the City of Los Angeles as the Lead Environmental Planner for California Department of Transportation (Caltrans) District 7, tasked with the preparation and review of the NEPA/CEQA document through project approval. The project includes widening the historic Glendale-Hyperion Bridge, realigning Interstate 5 northbound ramps and the Los Angeles River bike path, constructing a new bicycle/pedestrian bridge across the Los Angeles River (bicycle/pedestrian bridge completed in January 2020) and improving bicycle and pedestrian facilities throughout, improving the seismic strength of all six bridges, and upgrading the drainage system and infiltration basins.

7th Standard Road Widening Project, Shafter. The City of Shafter, in coordination with Caltrans District 6, proposes to widen 7th Standard Road from a two-lane highway to a multilane divided expressway in the City of Shafter, City of Bakersfield, and the County of Kern. Mr. Moreno is the project manager overseeing the preparation of the Preliminary Environmental Study, Initial Study/Environmental Assessment, and associated technical studies.

Northwest State Route 138 Corridor Improvement Project, Los Angeles County. Mr. Moreno worked with Metro and consultant team on the preparation of the Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and Community Impact Assessment and served as the Lead Environmental Planner on the preparation of the Final EIR/EIS through project approval. The EIR/EIS evaluated corridor alternatives and related operational improvements such as improving sight distances and bringing non-standard roadway features up to current design standards. This project would widen the 36-mile east-west Northwest 138 corridor between Interstate 5 and State Route 14 in the Antelope Valley from two lanes to four and six lanes at various points.

Interstate 405 Sepulveda Pass Widening Project, Los Angeles County. Mr. Moreno worked with the Los Angeles County Metropolitan Transportation Authority (Metro) and the design-build contractor to ensure NEPA/CEQA and regulatory permit compliance, as well as implementation of large-scale mitigation efforts (e.g., wildlife crossing enhancements, revegetation of impacted drainages, and cooperative agreement for transfer of funds to plant trees within the Santa Monica Mountains), as the Lead Environmental Planner for Caltrans District 7 during construction phase. This design-build project involved constructing one 10-mile high-occupancy vehicle (HOV) lane northbound on Interstate 405 from the Interstate 10 to U.S. Highway 101. The work also included adding 10-foot shoulders, restriping all lanes to standard 12-foot widths, realigning existing on-and-off-ramps, reconstructing or modifying 23 bridge and ramp structures, building approximately 18 miles of retaining walls, and performing road improvements on the adjacent city streets.

BILL ZIMMERMAN, PE, TE, PTOE

PROJECT MANAGER

Summary

Mr. Zimmerman has 30 plus years of experience in traffic, highway, and transportation projects. His professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering.

Bill has also provided project management, project engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections. He also has extensive experience in the production and preparation of PS&E projects.

Project Experience

Interim City Engineer, Norwalk, CA. Interim City Engineer responsible for City Staff management, developing 8-year CIP, City representative, Funding Manager, project management, consultant management, Design Review, traffic engineering and support, CIP management. As Interim City Engineer, responsible for City issues, attending and presenting at City Council and Commission meetings, attending Public Workshops, and represent City at inter-agency meetings. In addition, responsible for seeking Federal and State funding for CIP projects from Caltrans and MTA.

Contract Traffic Engineer, Signal Hill, CA. Contract Traffic Engineer for the City. Responsibilities include: City – Wide Speed Zone Studies, project studies, traffic studies, development studies, public presentations, plan reviews, study reviews, traffic signal management, traffic signal design, Consultant Management, signing and striping plan, stop sign warrants, signal warrants, lead traffic safety committee, funding management, resident interface, neighborhood traffic calming programs, City Council and Planning Commission attendance, and public forum presentations.

Contract Traffic Engineer, Seal Beach, CA. Contract Traffic Engineer for the City. Responsibilities include: City-wide Speed Zone Studies, project studies, traffic studies, development studies, public presentations, plan reviews, study reviews, traffic signal management, traffic signal design, Consultant Management, signing and striping plan, stop sign warrants, signal warrants, funding management, resident interface, neighborhood traffic calming programs, City Council and Planning Commission attendance, and public forum presentations.

Traffic Engineering Services for City of Mission Viejo, CA. Provided traffic engineering support for a wide range of services including review of traffic studies, traffic signal plans, project reports, and environmental reports; performing traffic studies, assessing impact of proposed projects, assessing and reviewing community safety concerns, preparation of Agenda Reports for the Traffic and Transportation Commission and City Council, responding to citizen inquiries, and supporting the City's transportation Engineer. Represented the City at interagency coordination meetings.

WGZE

Years with Firm: 24

Years with Other Firms: 10

Education/Training:

B.S. Civil Engineering - University of Colorado, Boulder, CO

Licenses/Certifications:

Registered Civil Engineer:

California – #48667

Registered Traffic Engineer:

California – #2254

PROJECT APPROACH & UNDERSTANDING



PROJECT APPROACH AND UNDERSTANDING

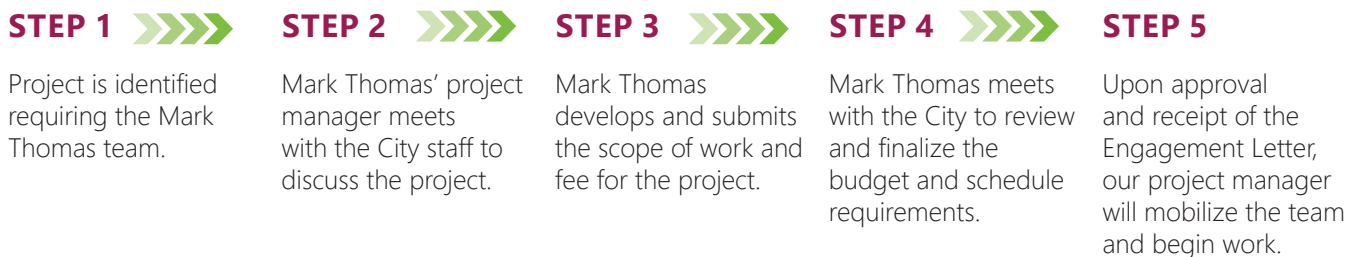
PROJECT UNDERSTANDING

The City of Montebello is seeking consultant architectural and engineering design services on an on-call basis for projects throughout the City. These projects consist of work related to street, sidewalks, sewer, storm drain, water, landscaping and irrigation, street lighting, traffic signals and city-owned facilities such as parks, parking lots and buildings. Mark Thomas understands that through the on-call contract, the services may include project management, conceptual and final design, third party coordination and permitting, support through the bid and construction phases as well as plan checking services.

Mark Thomas understands that the City has limited staff to deliver the volume of projects in your CIP and is reliant upon these on-call services to do so. We know the key to successfully completing on-call services is to have the depth of staff and to work as an extension of the City's engineering staff. Mark Thomas stands ready to provide the staff and services needed to support the City. We bring the City a staff of over 300 and have provided a well-rounded team of subconsultants that provides additional depth of resources and expertise to deliver your task orders. With the resources available to Mark Thomas, multiple task orders can be performed concurrently, and with the strength of the task order managers, these tasks will be delivered on time and on budget. **We will help you deliver your CIP and meet your commitment to your community.**

We will also support the City with staff experienced in reviewing third-party designs from developers or outside agencies that are implementing a project in the City. These projects could include the Montebello Boulevard Grade Separation (San Gabriel Valley Council of Governments), Eastside Light Rail (LA Metro) and the Whittier Narrows Dam (United States Army Corps of Engineers). With our experience, we'll ensure that the City's interests and standards are being upheld.

The following work plan represents our general project approach. Mark Thomas will develop a specific work plan for each task order for which we are selected. The key to our approach is to provide the right team for each task. We use a five-step process shown in the figure below to ensure timely and effective response to our client's requests for on-call services.



TASK ORDER APPROACH

Our approach to on-call contracts is grounded in our understanding that successful projects, including at the task order level, are a direct result of the following elements:

- » A commitment of our most qualified engineering, design, support staff, and additional resources via teaming partners as is necessary to deliver every project on time and within budget
- » Early identification and resolution of issues
- » Acting as an extension of City staff, including always looking out for the City's best interest
- » Being responsive and collaborative in order to meet the needs of the City and the public
- » Monitoring design activities and delivery schedules through a committed Quality Assurance/Quality Control (QA/QC) process
- » Providing direction on the most beneficial and cost-effective task order solutions
- » Open communication and coordination with our clients

Mark Thomas has developed a general approach to a PS&E task order that is described on the following pages. Ultimately, each task order is completed with a tailored approach according to the City's specific needs, budget, and schedule. For projects with State and/or Federal funding, Mark Thomas will assist the City in the administration and processing of the necessary documents with Caltrans Local Assistance, as discussed further in this Section.

TASK ORDER DELIVERY

Review and Understand the Project

Mark Thomas will gather readily accessible information on the project and will conduct a project site visit during our scope development process where applicable. This will confirm our project understanding and help us answer key technical questions, even before task order notice to proceed (NTP) is received. We will obtain encroachment permits for full access to the project site as one of the first orders of work, along with site specific information, including as-builts and facility maps from pertinent agencies/stakeholders/utility owners, survey data, geotechnical information, and subsurface investigations. When conflicts such as utilities or potential property impacts are identified during the concept design development, we secure deeds and relevant title-related records to understand liability/risk/costs associated with the impacts. Early pre-concept design identification of constraints provides us with flexibility, allowing for more time to mitigate risks and incorporate cost-effective solutions in the project.

Concept Design Development

If a conceptual design has not been completed at the start of the task order, Mark Thomas will include preliminary design tasks in the scope of work for the project. We will analyze alternatives to determine their relative impacts and prepare preliminary construction cost estimates to assist the City in evaluating each alternative. For each alternative, if needed, we will identify the right of way impacts and address the required environmental clearance and documentation for the project.

We have provided conceptual designs for numerous improvements to enhance mobility, safety, and traffic operations. We recently completed a conceptual design for the Peters Canyon Bikeway Extension and Olive Height Sidewalk Gap Closure for the County of Orange. These designs analyzed potential improvements and developed cost estimates to determine the selected alternative to advance to final design.

Final Design

Generally, when a project reaches the final design phase, all conceptual/preliminary design tasks have already been completed and environmental clearance obtained. At this stage, the Mark Thomas team will verify that there are no elements of the project that require modification due to any updates in design standards or similar requirements that may have occurred between the conceptual design phase and the start of the final design. If there are elements that require modification, we will promptly notify the City to ensure that a collaborative approach can be taken to resolving updates.

During the final PS&E phase, our team will prepare specifications and special provisions based on the local jurisdiction and/or the City's standard drawings, AASHTO "Greenbook" or Caltrans standard specifications, and other related agency standards if required. A construction cost estimate will be produced for the City, identifying all bid items. Additionally, if a project requires the acquisition of any necessary right of way and or easement, our team can produce legal descriptions, appraisal maps, and right of way maps necessary for any fee takes or temporary construction easements. If the task order was State or Federally funded, we would assist in the ROW certification and RFA packages to receive Caltrans Local Assistance approvals as well as the CTC funding obligation.

Mark Thomas has provided final design services for a wide variety of improvements including roadway rehabilitations and widenings, ADA curb ramps, sidewalks, bike lanes, intersection modifications, and storm drain facilities. We are currently finalizing the project designs for widening and rehabilitation improvements along Firestone Boulevard in the City of Norwalk and the complete street improvements on Long Beach Boulevard in the City of South Gate.

Construction Phase

At the completion of the final design phase, Mark Thomas will assist the City through the bid and construction phases of the project. We will support the City construction management and inspection crews, providing the following:

- » Coordinate bid advertisement
- » Provide support during the bid phase
- » Prepare bid summary report
- » Attend pre-construction meeting
- » Conduct field reviews
- » Perform shop drawing and submittal review
- » Respond to Requests for Information
- » Prepare as-built record drawings

If desired, Mark Thomas can provide construction management and administration services, including:

- » Resident Engineering services
- » Perform construction administration
- » Conduct construction inspection
- » Provide construction surveys and grade sheet reviews

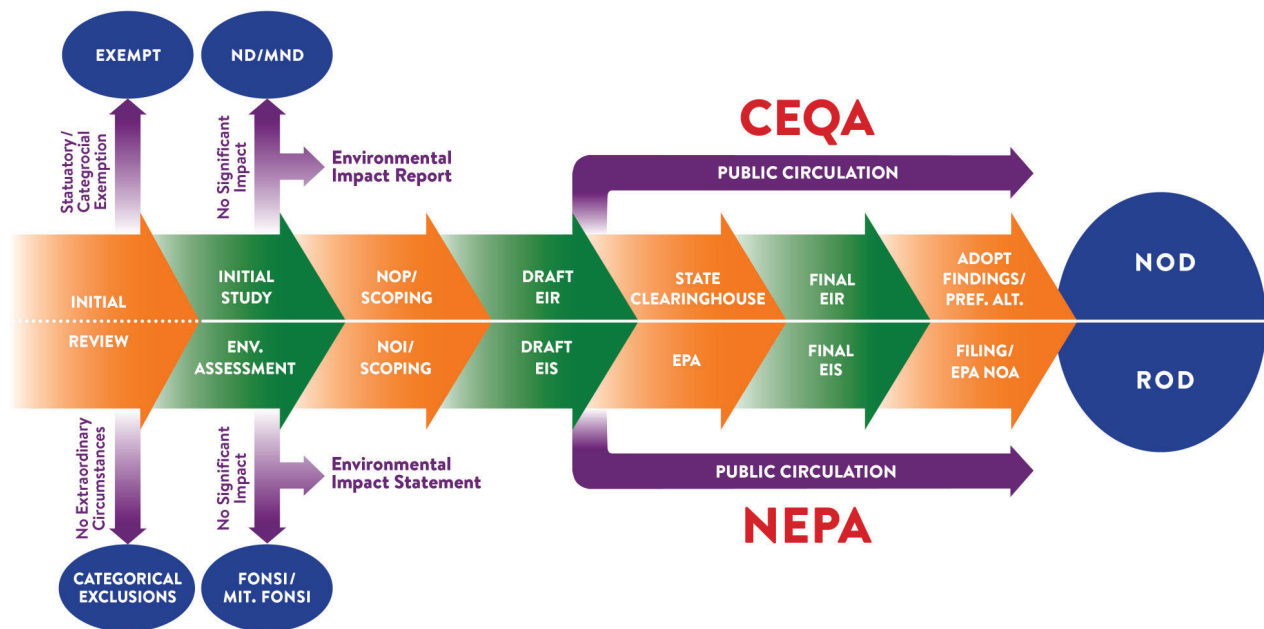
KEY SUPPORTING TASKS

Regardless of the task order, the following are key support tasks that are critical steps on the path to project success.

Environmental Clearance and Permitting

As part of the Mark Thomas team, GPA, a DBE firm, will be providing environmental services for this on-call service. We will be able to assist the City in obtaining the required environmental permits for the project. Additionally, we will also assist the City with project environmental documents and associated technical studies needs. Whether the project requires a CEQA compliant Categorical Exemption, Initial Study, or an EIR or also needs to include NEPA compliant Categorical Exclusion, Environmental Assessment, or an EIS if federal funding is involved, our project team is suited to provide this service to the City.

GPA is also proficient in obtaining the necessary regulatory agency permits for a project, which may include the Regional Water Quality Control Board (RWQCB), United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).



Public Outreach

As part of the Mark Thomas team, Arellano & Associates, a DBE firm, will be available to address community engagement and outreach needs. Through their strategic process for integrated marketing communications, they align unique challenges and engages intended audiences through highly effective campaigns.

They tailor communication strategies to meet program needs, drawing on their expertise in public engagement, marketing, creative services, and web and interactive design.



Mark Thomas key staff also has experience leading and participating in public outreach efforts for different projects and programs. As shown above, Paul Martin led the Go Human public campaign during his time with OCTA.

UTILITY COORDINATION AND NOTIFICATIONS

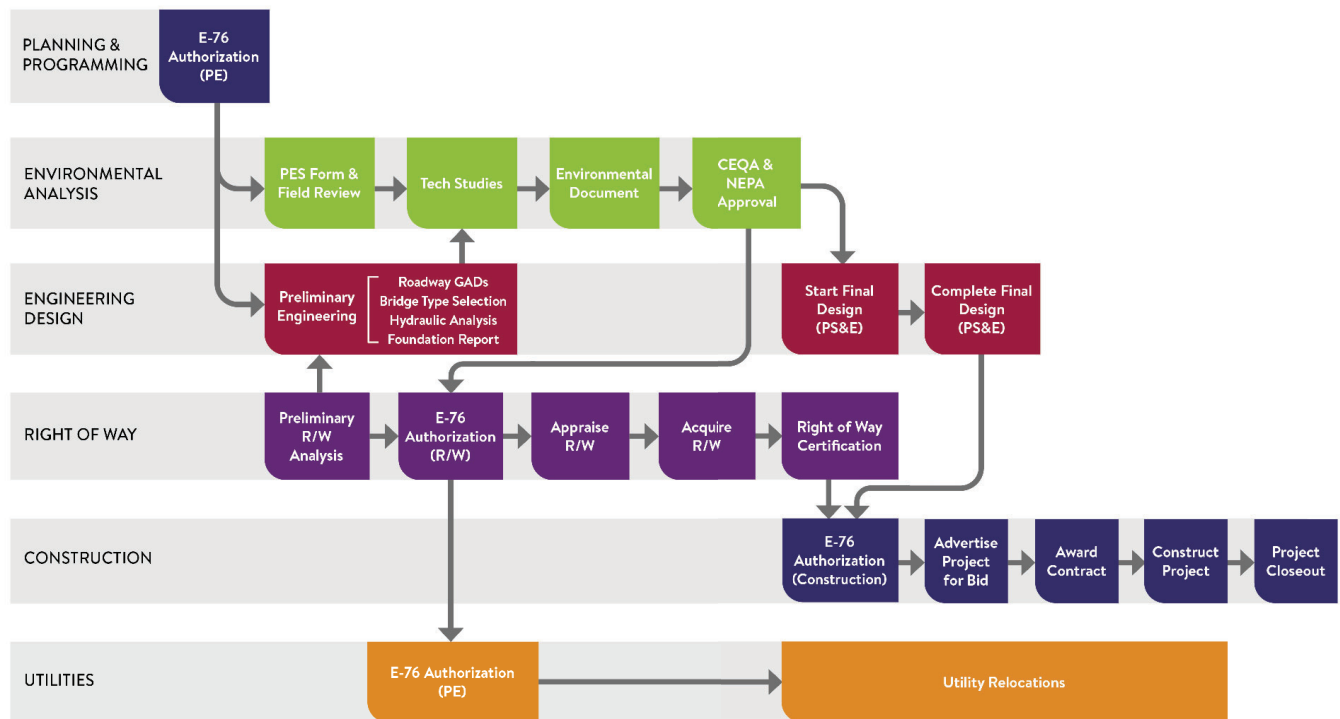
Mark Thomas will approach any required utility coordination efforts by following the widely accepted Caltrans Utility Coordination Process (Caltrans Utility A-B-C Process). Based upon an examination of available records and field inspection, a utility conflict matrix will be developed. This matrix will include the disposition of each utility within the project limits. If it is determined that potholing of existing utilities is necessary to confirm the project in place assumption, Mark Thomas will have an underground exploratory pothole conducted to verify locations of existing utility facilities.

We maintain strong working relationships with utility providers throughout Los Angeles County. We have experience coordinating with Southern California Edison (SCE), Metropolitan Water District (MWD), Southern California Gas Company, AT&T, Verizon Business, Frontier and other telecommunications providers. We currently maintain an on-call surveying services contract with SCE, which we leverage to strengthen utility coordination efforts involving electric utilities.



ADMINISTERING THE GRANT FUNDING PROCESS

We are knowledgeable of the federal and/or state laws, regulations, policies and procedures related to design, right of way certification, utility coordination, construction and maintenance. Federal funding requires a separate E-76 process for each phase of work in order to receive reimbursement. This involves preparing Request for Authorizations (RFAs) and supporting information for the various project phases, preparing Right-of-Way and Utility Certification Forms and submitting and receiving approval for PS&E.



Additionally, utility relocations must follow Chapter 14 “Utility Relocations” of the Caltrans LAPM requires agencies to comply with similar procedures as the Caltrans Right of Way Manual for projects off of the State Highway System that are financed with federal funds. Similar to utility relocations, right of way acquisitions will need to follow the LAPM Chapter 13 “Right of Way”.

To assist in the grant administration, we have included Bill Zimmerman, from WGZE, on our team to lead this effort. Bill and Pat just completed this process for ATP and HSIP grants on the Long Beach Boulevard Complete Street project for the City of South Gate, having to accelerate the process in order to meet the funding deadline. They were successful in having the item placed on the June California Transportation Commission (CTC) meeting agenda. Bill’s recent experience with grant administration includes:

- » Spring Street Pedestrian enhancements, Signal Hill, ATP
- » Cherry Avenue Widening, Signal Hill, DEMO
- » Rosecrans Avenue Corridor Traffic Signal Enhancements, Norwalk, HSIP
- » Studebaker Road Corridor South Traffic Signal Enhancements, Norwalk, HSIP
- » Studebaker Road Corridor North Traffic Signal Enhancements, Norwalk, HSIP
- » Alondra Avenue Corridor Traffic Signal Enhancements, Norwalk, HSIP
- » San Antonio/Norwalk Boulevard Traffic Signal Enhancements, Norwalk, HSIP
- » Firestone Boulevard Bridge Widening, Norwalk, HBP
- » Bloomfield Avenue and 166th Street Traffic Signal Upgrade, Cerritos, HSIP
- » Long Beach Boulevard Pedestrian Enhancements, South Gate, ATP & HSIP

MANAGEMENT APPROACH

For the delivery of an on-call services contract through a task order basis, it is important to have an experienced project manager and a well-thought-out Project Management Plan (PMP). One of the first items of work is to prepare a PMP that sets the expectations and serves as a guidebook as task orders are developed and executed.

PROJECT MANAGEMENT PLAN

The preparation of a Project Management Plan (PMP) is crucial. PMPs are prepared shortly after NTP and serve as a guide for project implementation and management. The PMP provides a baseline of project objectives to achieve, how it is to be achieved, who will be involved, how it will be reported and measured, and how information will be communicated. With an on-call contract, we create an overarching PMP that includes items such as the contract contact list, communication protocols, budget tracking and invoicing procedures.

The PMP will be amended for each specific task order and will include the following:

- » Project Overview and Objectives
- » Project Scope, Requirements, and Deliverables
- » Project Team Roles and Responsibilities
- » Project Budget
- » Schedule and Key Milestones
- » Quality Control Approach

While the PMP serves as a guide, it is active and engaged project management that keeps our projects on schedule and under budget. Following are the keys to our successful delivery.

“The Mark Thomas Team has been instrumental in leading efforts with the \$128 million McKinley Street Grade Separation Project through their proactive communication, responsiveness, and management of several complicated risks streamlining the project schedule and third party coordination efforts with regulatory agencies. They have really made a very complicated project far less challenging.”

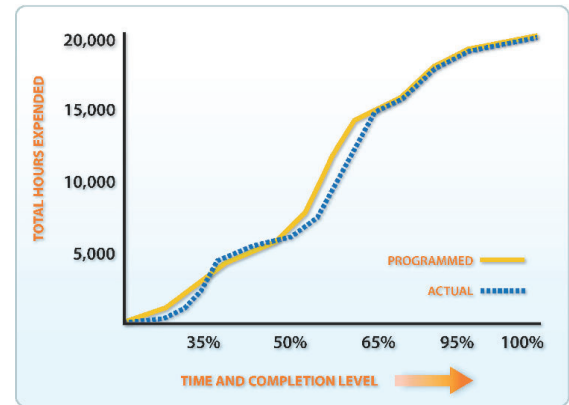
-Savat Khamphou, Public Works Director/City Engineer, City of Corona

CONTINUAL BUDGET CONTROL

We use Deltek for all our accounting functions. Deltek has modules "Project Review" and "I-Access" that allow project managers to enter budgets for Mark Thomas and the subcontractors and track spending in real-time. We use these modules to track earned value on our project and will be done for each task order. **Our project managers do an excellent job making sure the team is efficient** and make sure that information that is needed is available before moving on to certain other tasks. If items are needed to move forward this is communicated to the group early and people are held accountable to keep the project moving – efficiently.

Our Work Breakdown Structure forms the base for our budget. As shown in the chart below, we plan our work using a resource loaded schedule, monitor the project progress, and track the planned budget vs. actuals, and we report this to Montebello monthly or each task order. We review and report any variations along with a corrective action plan.

Our monthly progress reports that will accompany our invoices will include a narrative description of the work performed, the work to be performed in the next reporting period, identifying any issues/concerns and charts reflecting the earned value, actuals, and planned expenditures.



For tasks expected to last several months with multiple milestone, we use real time comparison of actual hours expended versus planned hours for each project milestone. Our project managers check it monthly with the development of progress reports/invoice preparation.

DELIVERING QUALITY PRODUCTS, EVERY TIME

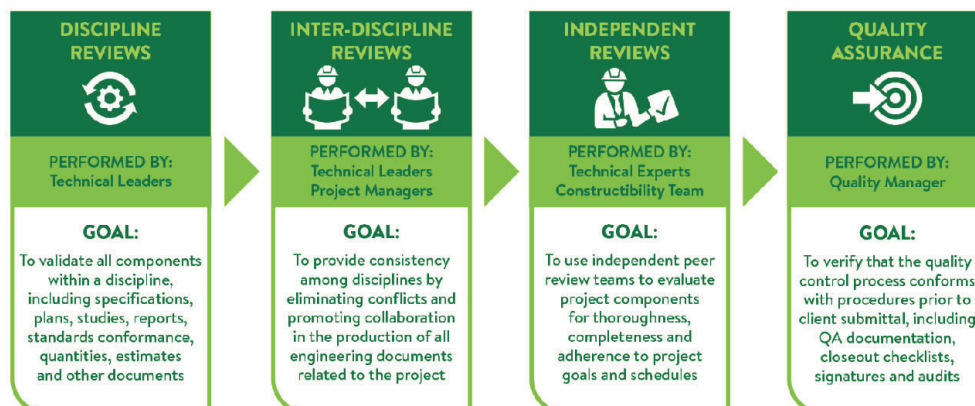
Mark Thomas is committed to delivering quality products that meet the City's expectations. For each project, we develop a project-specific Quality Management Plan (QMP) that will guide the quality review process. We leverage our firmwide Quality Management System (QMS) that provide the tools necessary to ensure quality deliverables.

The PMPs/QMPs stipulate the deliverables and schedules for the various levels of quality control reviews to be conducted throughout the project. Our project managers perform on-going reviews as the project develops and Quality Control Reviews/Accuracy Checks are conducted for every completed work product. Before delivering to the client, fresh eyes are provided by Independent Technical Reviews which are conducted by those who are knowledgeable but not involved in the day-to-day project development. Interdisciplinary reviews are conducted on projects that bring together multiple disciplines to proof their integration. Key elements of our QMP include:

Subconsultant Quality: Mark Thomas requires each of our subconsultants follow our QMP to ensure the entire team is following the same procedures and developing quality products team-wide. Our quality manager will provide necessary training and will perform audits on the subconsultant QA/QC documentation.

Response Procedures: A formal response procedure is used to track comments received on our deliverables— taking a proactive stance in addressing issues and comments as they arise and tracking them using a Review Comment Matrix through resolution. Our Project Manager personally ensures each comment is resolved prior to the subsequent submittal.

Quality Control Audits: Mark Thomas conducts internal quality audits to verify overall conformance with approved policies and procedures and to document any problems related to QA/QC activities. Internal audits will be conducted after major submittals as determined by the Auditor and Project Manager for each project.



AN ORGANIZED DOCUMENT CONTROL SYSTEM

Mark Thomas has implemented document control systems during the design and construction phases on numerous projects, implementing logs and tracking systems, along with keeping electronic files organized. With our believe in environmental stewardship, all files will be stored electronically with no hard copy filing or storage.

Our document controls system assists in managing records and reports associated with this on-call contract. This will include real-time, secure access to documents during the review, comment and approval stages. Documents generated both internally and externally will be managed, maintained and submitted in electronic format. Hard copies will be submitted if desired. All documents will be stored electronically, no hard copy filing, on a secure server and backed up daily, which will provide central storage of all project documentation, and allow our team to manage and share information with the City and any other agency or stakeholder as needed.

A standard folder structure is used for the project documents that can be tailored to the City's needs. This will also include all quality documentation consisting of the quality manual, checks, design calculations, Bluebeam design reviews and quality assurance.

PROACTIVE SCHEDULE MANAGEMENT

Our project managers are taught to take a proactive approach for planning project activities, looking ahead and drilling down to track tasks critical to achieving each milestone. Identifying the risks to the project schedule and mitigating them by advancing early activities where possible without the risk changes later in design. **Our strategy for keeping projects on schedule is simple, track the action items, communicate key milestones often and overcommunicate.**

SCOPE OF SERVICES



SCOPE OF SERVICES

Mark Thomas will prepare a scope of services specifically tailored to each task order received from the City. The following scope of services is intended to be all inclusive, however, depending on the task order needs, many tasks will not be required, or additional ones added. Work specific to projects with State or Federal funding is shown in *italics*.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management

Mark Thomas will coordinate with the City and manage the project team. This includes preparing contract paperwork, memos, letters, and emails, and making phone calls. Management activities also including preparing monthly invoices and status reports, which will include summation of work by task, progress relative to adopted project schedule, projected work activities, and outstanding issues. Mark Thomas will adhere to the project budget and will actively manage sub-consultant budget requirements.

Task 1.2. Meetings

Mark Thomas will organize, schedule, and lead project meetings. It is anticipated that monthly meetings will be held at a minimum, with other meetings schedule as needed. Efforts includes preparing meeting agendas and meeting minutes summarizing discussion items and action items. Mark Thomas will be available to make presentations to City Council and City Commissions.

Task 1.3. Third Party Coordination

Third party coordination will be provided with outside agencies such as the adjacent cities, Metro and others. *Coordination includes working closely with the City Contract Manager/Liaison with Caltrans Local Assistance for the scheduling, review and processing of project documentation.*

Task 1.4. Community Meetings

Mark Thomas, through our subconsultant Arellano and Associates, will support the City is community outreach efforts to the extent necessary. This could include organizing and conducting a community stakeholder meeting, development of collateral material, maintaining a stakeholder database, providing social media material and/or conducting one-on-one meetings with residents, businesses or elected official briefings.

Task 1.5. Project Schedule

Mark Thomas will develop and maintain a critical path method (CPM) design schedule for each task order. The schedule will be updated as progress is made, with critical path activities clearly shown for team review purposes. The project schedule tasks will align with the tasks included within the Scope of Services. *Will conduct meetings with Caltrans Local Assistance personnel as necessary to facilitate project review, processing and approvals.*

Task 1.6. Quality Control

Mark Thomas will prepare and implement our established Quality Control procedures to verify that all deliverables have been reviewed for completeness and accuracy, that the submittals conform to the applicable standards, as well as to check that the deliverable satisfies the purpose and need for the submittal. We will complete and document an independent technical review of each major submittal. Review comments will be addressed prior to submittal to the City. Mark Thomas will review subconsultant submittals according to the same standards.

TASK 1 DELIVERABLES

- » Monthly Invoices and Progress Reports
- » Project Schedule and Updates
- » Meeting Agendas and Minutes
- » Exhibits and Presentation Materials
- » Quality Control Documents

TASK 2. ENGINEERING STUDIES AND FIELD INVESTIGATIONS

Task 2.1. Survey and Mapping

Mark Thomas will provide control surveys, establishing the horizontal and vertical control. Aerial photogrammetry (40 scale) and field survey will be performed based on horizontal control (NAD83) and vertical control (NAVD88).

Field survey will include data collection necessary for the task order needs and will include cross sections, visible utility and drainage facilities with invert elevations as necessary.

Task 2.2. Right of Way Mapping

Mark Thomas will perform record research of existing Record of Surveys, Subdivision and Parcel Maps, and Corner Records, to verify existing centerlines together with the necessary field survey ties. Mark Thomas will review Title Reports and supporting documents for use in determining property lines and easements to provide the base right of way map.

Task 2.3. Utility Coordination

Mark Thomas will identify and plot existing utility facilities within the project area from the acquired maps and as-builts, and coordinate with utility companies affected by the project. Mark Thomas will follow the Caltrans Utility Coordination Process (Caltrans Utility A-B-C Process). Any utility relocation, including adjustments to grade shall be processed and permitted with the various agencies and utility companies. We will coordinate and notify the City of any costs to be paid by the City for utility relocations early in the design process. *Caltrans Notice to Owner – Local Assistance Form LAPM 14-D will be executed with all utility companies to acknowledge utility work and define cost liability.*

We will pothole existing utilities crossings, underground structures, and other facilities that could pose a conflict with the proposed project. The Consultant shall track the progress/schedule of the utility company responses and relocation plan preparation in order to have the utility facility relocated prior to construction (preferred), or to ensure final approved utility relocation plans are documented in the City construction plans and the number of working days required by the utility company to construct their facilities clearly identified in the Special Provisions.

Task 2.4. Geotechnical Investigations

Mark Thomas, through our subconsultant Leighton, will provide pavement studies and geotechnical investigations necessary for each task order. The efforts will include field investigations with shallow corings for pavement analysis and deeper borings necessary for structural analysis.

Laboratory testing will be conducted on the sampled earth materials depending upon the project needs. Engineering analysis will develop findings and recommendations for design and construction. These will be documented in a memorandum or report, and include site conditions, geologic hazards, corrosivity, pavement, foundation design, liquefaction bedding and backfill and construction considerations.

Task 2.5. Roadway Hydrology & Hydraulics

Mark Thomas will prepare a roadway Hydrology and Hydraulics Report per the Los Angeles County Hydrology Manual for surface and any proposed storm drain facilities designed to accommodate surface runoff.

Task 2.6. Stormwater Quality

Draft Standard Urban Stormwater Mitigation Plan (SUSMP) per City of Glendale/City of Los Angeles/Los Angeles County SUSMP and Low Impact Development (LID) guidelines.

Task 2.7. Traffic Analysis

The Mark Thomas team will conduct AM peak and PM peak period intersection turning movement counts including bicycles and pedestrians and daily arterial volume counts at the intersection and compare to historical counts. Intersection Capacity Utilization (ICU) calculations will be performed and checked for deficiencies with and without the proposed improvements. Turning volumes will be input to Synchro and a SimTraffic simulation performed to establish the potential length of turn-pockets.

We will conduct a project screening analysis to determine if the project meets the VMT screening criteria included in the Los Angeles County Public Works Transportation Impact Analysis Guidelines (July 2020). The CONSULTANT will document results of the VMT screening review in a memorandum.

Task 2.8. Traffic Management Plan (TMP)

Mark Thomas will prepare a Transportation Management Plan (TMP) designed to assist the City to minimize traffic impact, reduce congestion, and improve mobility and efficiency during construction with an emphasis on maintaining safety for workers and traveling public.

Task 2.9. Assessment Needs Reports

The Mark Thomas team will prepare assessment needs reports as needed for existing or planned City facilities and buildings that may include parks, ADA compliance checks, facility space planning and programming, storm drain pump stations, sewer lift stations, and structural adequacy.

TASK 2 DELIVERABLES

- » Project Control, Aerial Photogrammetry, Topographic Base Map
- » Right of Way Mapping
- » Utility Coordination, Mapping, Potholing and Tracking Matrix
- » Draft and Final Studies and Reports for Tasks 2.4-2.9

TASK 3. ENVIRONMENTAL COMPLIANCE & PERMITTING

Task 3.1. CEQA Clearance

On State or locally funded projects, the Mark Thomas team will prepare the necessary environmental document in compliance with the California Environmental Quality Act (CEQA). This includes the preparation of the Notice of Exemption for a Categorical Exemption (CE), Initial Study (IS) leading to a Negative Declaration (ND) or Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR). The City would be the lead agency reviewing and approving these documents.

Task 3.2. NEPA Clearance

On Federally funded projects, an environmental document would be prepared in conformance with the National Environmental Policy Act (NEPA), with Caltrans being the lead agency for NEPA approval. This would include the preparation of the Categorical Exclusion, (CE), Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) or an Environmental Impact Study (EIS).

Task 3.3. Technical Studies/Memorandums

Supporting technical studies will be prepared as necessary in support of the environmental document. Preparation of one draft and one final analyses/memorandum/report for each potential topic, as needed, are included below:

- » Cultural Resources
- » Paleontological Resources
- » Biological Resources
- » Jurisdictional Delineation
- » VMT Analysis
- » Noise and Vibration Impact Analysis
- » Air Quality and Greenhouse Gas Emission Analysis
- » Phase 1 Initial Site Assessment (ISA)

Task 3.4. Regulatory Permitting

Regulatory permitting applications will be prepared as necessary to support the task orders, including, but not limited to:

- » United States Army Corps of Engineers (USACE) Section 404 Permit for the Clean Water Act (CWA)
- » Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- » California Department of Fish and Wildlife (CDFW) Code Section 1602 Streambed Alteration Notification

TASK 3 DELIVERABLES:

- » CEQA Environmental Documentation
- » NEPA Environmental Documentation
- » Draft & Final Technical Studies/Memorandums
- » Regulatory Permitting

TASK 4. DESIGN SERVICES

Task 4.1. Project Plans

Mark Thomas will prepare plan submittals at the 35% conceptual level, 65%, 95%, and 100% completion levels. Consultant submittals to City and other applicable agencies or stakeholders shall be complete and shall include all necessary plans, special provisions, estimates, reports, and documents for PS&E approval. *Projects within the Caltrans right of way will be designed fully to their standards.*

Mark Thomas will track and respond to each plan check comment in a matrix to minimize the number of plan check cycles required to achieve approved plans. Plans will be prepared in Autocad Civil 3D and submittals will be made electronically in PDF format. A listing of plans that may be required include:

- » Title/General Notes Sheets
- » Construction Details
- » Typical Cross Sections
- » Plan and Profile
- » Grading Plans
- » Utility Composite Plans and Details
- » Drainage Plan, Profiles and Details
- » Construction Staging/Traffic Handling
- » Sign and Striping Plans
- » Traffic Signal/ITS Plans
- » Street Light Plans
- » Retaining Wall Plans
- » Structure Plans
- » Landscape and Irrigations Plans

Task 4.2. Special Provisions

Develop technical specifications as Special Provisions in conformance with American Public Works Association (APWA) Green Book format, including necessary Caltrans standards and specifications, and provide copies of required permits and reference standard plans/materials to be inserted into the City's contract bid documents.

Task 4.3. Quantities & Cost Estimates

Provide a construction quantity take-off list broken down by sheet and an updated cost estimate for each plan check submittal and a final engineer's estimate of the project cost. The quantity calculations will be clear as to where the specific items are located, i.e., reference to station/offset or other method. Source of cost information and justification of bid item unit prices will be provided.

Task 4.4. Right of Way Engineering

A right of way requirements map will be prepared, as required, to identify any permanent or temporary right of way needs for the project. Preliminary Title Reports will be obtained, and legal descriptions and plats prepared identifying the area to be acquired. A Record of Survey will be prepared and files, as necessary.

TASK 4 DELIVERABLES:

- » 35% Conceptual Plans
- » PS&E submittals in PDF format at 65%, 95%, and 100% (Final) Submittals
- » Special Provisions in Word and PDF format at 65%, 95% and 100% (Final) Submittals
- » Quantity and Cost Estimates in Excel and PDF format at 65%, 95% and 100% (Final) Submittals
- » Response to Comments Matrix (PDF) at each submittal
- » Right of Way requirements map
- » Legal Descriptions and Plats
- » Record of Survey

TASK 5. BID PHASE SERVICES

Task 5.1. Bid Phase Services

Mark Thomas will support the city through the bidding process, providing the following:

- » Attendance at pre-bid meeting
- » Respond to inquiries
- » Assist in the preparation of contract addendums
- » Review of submitted bid documents and provide recommendations on for award of construction contract

TASK 5 DELIVERABLES:

- » Responses to inquiries
- » Contract addendums
- » Recommendations for award

TASK 6. CONSTRUCTION PHASE SERVICES

Task 6.1. Meetings

Mark Thomas will attend the pre-construction meeting as well as other construction meetings and field reviews as necessary.

Task 6.2. Requests for Information (RFIs)

Provide clarification of contract documents and responses to contractor RFIs to the City's construction manager. Plans or details will be revised as necessary.

Task 6.3. Shop Drawing/Submittal Review

Mark Thomas will review submittals and shop drawings as requested by the construction manager. The review of shop drawings shall include staging and traffic control, contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the construction manager.

Task 6.4. Change Order Assistance

Consultant will review proposed change orders and make recommendations as requested by the Construction Manager. This effort may include independent cost estimating and schedule impacts.

Task 6.5. Construction Management Assistance (As Requested)

If desired, Mark Thomas can provide an additional level of support of city or consultant construction management staff including inspection; reviewing contractor invoices, quantities and progress payments; project acceptance and punch list development; and project close out.

Task 6.6. As-Built Preparation

Mark Thomas will incorporate as-built revisions clouded and noted in the revision block using contractor's record red lines. It is assumed that the Contractor supplied red line drawings are a standalone document, clearly showing all field changes, with no references to RFIs or submittals.

TASK 6 DELIVERABLES:

- » Responses to RFI, Shop Drawings and Submittals
- » Plan Revisions, as necessary
- » Recommendations on change orders
- » As-Built Plans

TASK 7. FUNDING ASSISTANCE & ADMINISTRATION

Task 7.1. Grant Funding Preparation

Mark Thomas has in-house capabilities to identify, track and prepare grant funding applications to assist in securing outside funding for the City's projects.

Task 7.1.1. Grant Funding Research

Mark Thomas will conduct research to identify grant resources including, federal, state, Metro, other regional agencies, and organizations at all levels, that target elements of the City's CIP, funding needs, and priorities. The funding sources will be documented in a grant funding resource table that will include grant funding program, eligible components, dates of next funding opportunity, and success probability.

Task 7.1.2. Grant Proposal Development

Grant funding applications can vary widely based upon the various program requirements. In general, all applications will include the preparation of grant narratives, maps and exhibits, and letters of support, however, the length of narratives can change and not all funding programs require benefit cost analyses (BCAs). This scope will be developed depending on the particular grant being pursued.

Task 7.2. Grant Funding Administration

On State and Federally funded projects, Mark Thomas will prepare and coordinate the necessary documents for the advancement of the project through the phases of work, including Preliminary Engineering (PE), Right of Way (ROW), Utility (ROW/UTIL) and Construction (CON), as well as the obligation of funding through the California Transportation Commission (CTC). Tasks include the following:

Task 7.2.1. Right of Way Certification

The ROW certification will be prepared using the Short Form 13A when there is no ROW required or utility relocation other than the valve or MH adjustments. The form will be prepared and submitted to the City to sign and forward to Caltrans for each Grant. This includes coordination with Local Assistance. The City is responsible for the ROW Certification process which includes the approval process by Caltrans to be able to sign the document. Each funding program will have its own ROW certification

Task 7.2.2. Request for Authorization (RFA)

The RFA is required for each funding program. We will prepare the Form 3A for each funding program based upon information provided by the City. The RFA will require continual coordination with Caltrans to assure them the project is ready for construction and all applicable Federal requirements are included. Form 12-G to be completed by the City.

Task 7.2.3. CTC Request for Obligation

Prior to requesting funds, the City must apply for funding obligation from the California Transportation Commission (CTC). This includes coordination with Metro for signatures and funding availability. The CTC request form is provided in Caltrans Local Assistance Program Guidelines (LAPG) under Chapter 22.

Task 7.2.4. Reporting

Mark Thomas will assist in the preparation of invoices and requests for reimbursement as well as preparing award packages and final reports of expenditures.

TASK 7 DELIVERABLES (AS NEEDED):

- » Listing of funding programs
- » Funding Grant applications
- » *Right of Way Certification*
- » *Request for Authorization*
- » *Request for Obligation*

TASK 8. ADDITIONAL SERVICES

Task 8.1. Plan Checking

Mark Thomas can provide inhouse plan checking services of capital improvements being prepared by developers or outside agencies such as Metro, San Gabriel Valley Council of Governments, etc. Reviews will include all aspects of the project including street improvements, grading, site improvements, stormwater quality compliance, review of supporting reports such as hydrology & hydraulics, traffic, lighting, utilities, as well as right of way documentation, including tract and parcel maps.

Task 8.2. Construction Management

Mark Thomas has the capability to provide full-service construction management services in support of your projects, including construction manager, resident engineer, inspector, and office engineer positions.

CONTRACT AGREEMENT



CONTRACT AGREEMENT

Mark Thomas has reviewed the City's sample contract agreement. We have provided notes for the City's review and consideration.

» Section 10 – Indemnification

- Request to change language as follows:
 - Consultant hereby agrees to protect, indemnify, **but not defend**, and hold the City and its employees, **and** officers ~~and servants~~ free and harmless from any and all losses, ~~claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder~~ **but only to the extent that any of the above are actually caused by the negligent performance of the work hereunder**, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder. **Consultant has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.**

» Section 14 – Termination

- Request to change language as follows:
 - A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. **The Consultant may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the City.** If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

» Section 15 – Resolution of Disputes

- Strike Section B from agreement (contains prevailing party language).

» Section 27 – Court Costs

- Strike second paragraph from agreement (contains prevailing party language).



ADDENDUM NO. 1

ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES RFP 22-8

IN THE CITY OF MONTEBELLO, CALIFORNIA

This addendum forms a part of the Request for Proposals (RFP) for the above-mentioned RFP and modifies the original RFP Documents as noted below. Portions of the Documents, not specifically mentioned in the Addendum, remain in force.

Pre-Proposal Questions and Responses from the City:

Q1: Is there a total page limit?

A1: Section C of the RFP (page 8) includes a page limit for each section of the proposal which totals 62 pages, not including the documents described in Item IV "Other Documents."

Q2: Do all sub-consultants need to be identified in this proposal? Or can other minor sub-consultants be added later on a per project basis?

A2: The City has a variety of projects that may be assigned to one of the on-call consultants and the scope of work described in the RFP is intended to demonstrate the variety of roles and assignments that may be required on the consultant. However, this list is not all inclusive and specific tasks will be negotiated to meet project needs. Proposals should include major consultants that will help strengthen the responsiveness of the proposal. Minor sub-consultants that are not listed in the proposal may be added for specific tasks to meet project needs and would be part of the scope and fee negotiation for specific tasks/projects.

Q3: Does the City want one set of rates that will be used for the entire 3 year contract? Or one set of rates for each year of the contract?

A3: This is at the discretion of the Proposer. And, rates will be negotiated after the scoring of the proposals.

Q4: Can you please clarify that the response should be electronically submitted via PlanetBids in lieu of hard copies?

A4: Proposals must be submitted electronically using PlanetBids.



City of Montebello

Q5: The RFP states that the city intends to select up to four (4) most qualified consultants to establish a bench list for on-call services, do you plan on selecting 4 firms per category listed (1. Projects funded with State and Federal funds, 2. Miscellaneous Engineering Services, 3. Private Development Projects) or do you plan on selecting 4 firms to provide all services listed?

A5: The City reserves the right to select any number of consultants for the on-call bench list, up to a maximum of four (4).

Q6: Is there a contract maximum amount for each of the 4 firms selected for the on-call services? If so, what is the maximum contract amount for the 3 years?

A6: The City's standard practice is to recommend award of an initial 3-year contract (with an option for two 1-year extensions) with an initial maximum aggregate value of \$1.0 million. Individual tasks (Letters of Engagement) are awarded per project, with any single task valued over \$50,000 requiring City Council approval. The tasks are individually negotiated for the scope required. The aggregate amount for the contract will be increased as required during term of the contract.

A handwritten signature in blue ink, appearing to be "James Enriquez".

5/26/2022

James Enriquez, P.E.
Director of Public Works

Date

I ACKNOWLEDGE RECEIPT OF ADDENDUM NO.1 AND ACCEPT THE
AFOREMENTIONED.

6/2/2022

Date

Darin Johnson,

A handwritten signature in blue ink, appearing to be "Darin Johnson".

Print Name, Signature

Move Forward



IRVINE

2121 Alton Parkway, Suite 210
Irvine, CA 92606
(949) 477-9000

San José • Carmel • Cupertino
Fresno • Inland Empire • Irvine
Lakewood • Oakland • Roseville
Sacramento • Walnut Creek



markthomas.com

Exhibit B

Sample Engagement Letter

_____, 20__

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____

AGREEMENT NO. _____

TASK NO. _____

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

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

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

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

THE CITY OF MONTEBELLO

[INSERT CONSULTANT NAME]

Recommended By:

By: _____

Its: _____

Rene Bobadilla, P.E.
City Manager

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

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

Exhibit C

Fee Schedule

EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2023*

HOURLY CHARGE RATE RANGES
Engineering Services

Intern	\$47 - \$86
Technician	\$65 - \$130
Planner I	\$77 - \$110
Design Engineer I	\$91 - \$138
Planner II	\$100 - \$130
Sr. Technician	\$112 - \$172
Design Engineer II	\$118 - \$161
Project Engineer	\$139 - \$182
Sr. Project Engineer	\$150 - \$216
Sr. Technical Engineer	\$150 - \$216
Project Manager	\$180 - \$244
Technical Lead	\$180 - \$244
Sr. Project Manager	\$209 - \$313
Sr. Technical Lead	\$200 - \$313
Engineering Manager	\$265 - \$360
Practice Area Leader	\$265 - \$360
Sr. Engineering Manager	\$295 - \$429
Principal	\$380 - \$478

Survey Services

Survey Intern	\$59 - \$103
Survey Technician	\$77 - \$120
Sr. Survey Technician	\$88 - \$172
Surveyor	\$106 - \$155
Sr. Surveyor	\$121 - \$182
Lead Survey Technician	\$118 - \$207
Project Surveyor	\$147 - \$207
Sr. Project Surveyor	\$162 - \$224
Survey Manager	\$177 - \$258
Sr. Survey Manager	\$203 - \$282
Survey Division Manager	\$265 - \$378
** Single Chief	\$144 - \$207
** Single Instrumentman	\$137 - \$182
** Single Chainman	\$129 - \$179
** Apprentice	\$64 - \$152
** 1 Person Field Crew	\$144 - \$207
** 2 Person Field Crew	\$273 - \$412
** 3 Person Field Crew	\$337 - \$591

Construction Management Services

Office Technician	\$59 - \$103
Office Engineer	\$103 - \$207
** Asst. Resident Engineer	\$147 - \$283
** Inspector - CM	\$147 - \$283
RE/Structural Representative	\$192 - \$343
Project Manager - CM	\$192 - \$310
Sr. Project Manager - CM	\$206 - \$343
Area Manager - CM	\$289 - \$447
Division Manager - CM	\$265 - \$343

Project Support/Coordination Services

Project Assistant	\$65 - \$103
Technical Writer	\$62 - \$110
Sr. Project Assistant	\$91 - \$130
Project Coordinator	\$88 - \$138
Graphic Designer	\$94 - \$155
Sr. Technical Writer	\$94 - \$169
Project Accountant	\$94 - \$155
Sr. Project Coordinator	\$118 - \$165
Sr. Graphic Designer	\$106 - \$189
Sr. Project Accountant	\$147 - \$213
Sr. Graphic Manager	\$133 - \$207

District Management Services

** Inspector - Apprentice	\$62 - \$100
** Inspector	\$91 - \$134
** Sr. Inspector	\$115 - \$158
Assistant Sanitary Engineer	\$130 - \$175
Associate Sanitary Engineer	\$144 - \$207
Sanitary Project Engineer	\$144 - \$237
Sr. Sanitary Project Engineer	\$183 - \$282
Operations Manager	\$209 - \$313
Deputy District Manager	\$259 - \$337
District Manager-Engineer	\$289 - \$357

Urban Planning/Landscape Architecture Services

Landscape Intern	\$44 - \$86
Landscape Designer I	\$77 - \$110
Landscape Designer II	\$100 - \$130
Landscape Architect	\$103 - \$189
LAUD Project Manager	\$174 - \$237
Sr. LAUD Project Manager	\$206 - \$268
LAUD Division Manager	\$230 - \$271
Sr. LAUD Division Manager	\$242 - \$302

Grant Writing Services

Funding Specialist	\$140 - \$148
Sr. Funding Specialist	\$170 - \$180

Special Services

Expert Witness	\$440 - \$466
Strategic Consulting	\$440 - \$466

Note: Additional Promotional Steps Exist within Various Rate Categories
OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

* Rates subject to escalation with new hourly rate schedule as of July 1, 2023

** These charge rates are subject to Prevailing Wage laws and Union contract.

AKM

Rate Schedule

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

Arellano Associates Rate Schedule 2022

Staff	Year 1 Rate (Fully Burdened Labor)	Year 2 Rate at 3% Increase	Year 3 Rate at 3% Increase
Principal-in-Charge	\$ 305.18	\$ 314.34	\$ 323.77
Senior Project Manager	\$ 228.89	\$ 235.75	\$ 242.83
Project Manager	\$ 190.74	\$ 196.46	\$ 202.36
Deputy Project Manager	\$ 165.31	\$ 170.27	\$ 175.38
Creative/Tech Lead	\$ 165.31	\$ 170.27	\$ 175.38
Senior Project Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Senior Creative/Tech Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Project Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Creative/Tech Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Assistant Project Coordinator	\$ 71.21	\$ 73.35	\$ 75.55

RATE SHEET

CITY OF MONTEBELLO



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Montebello.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.
- The above rates apply to any additional services needed beyond the scope of work.



Land Surveying – Pricing Proposal

Billing Rates		
Project Classification/Title	Straight Time	Overtime
Principal In Charge	\$ 201.59	N/A
LS Project Manager	\$ 210.32	N/A
Survey Tech	\$ 134.39	\$ 201.59
Certified Party Chief 1	\$ 167.48	\$ 251.22
Certified Party Chief 2	\$ 154.04	\$ 231.06
Party Chief	\$ 148.53	\$ 222.80
Chainman	\$ 137.83	\$ 206.75
Chainman App Step 1	\$ 57.90	\$ 86.85
Chainman App Step 2	\$ 67.55	\$ 101.33
Chainman App Step 3	\$ 77.20	\$ 115.80
Chainman App Step 4	\$ 86.94	\$ 130.41
Chainman App Step 5	\$ 95.10	\$ 142.65
Chainman App Step 6	\$ 103.37	\$ 155.06
Chainman App Step 7	\$ 110.26	\$ 165.39

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
 DIR: 1000007166 Exp. 06/30/22
 DBE 38284
 President

400 E Rincon St, Ste 202
 Corona, CA 92879



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. SCHEDULE OF FEES June 2022 – June 2023

Classification	Hourly Billing Rate
Principals	\$300
Principal Engineers/Geologists	\$300
Senior Engineers/Geologists	\$225
Senior Project Engineers/Geologists	\$193
Project Engineers/Geologists	\$175
Senior Staff Engineers/Geologists	\$159
Staff Engineers/Geologists	\$133
Senior Technicians*	\$154
Technicians*	\$77
Administrative Assistants*	\$129

* Non-exempt staff subject to overtime pay per California law.

Reimbursable Expenses

Auto mileage is invoiced at IRS rate per mile. Other travel-related expenses, shipping, reproduction, express mails, supplies and other reimbursable expenses will be invoiced at cost.

Subcontractors

Consultants and other outside services will be invoiced at cost.

Firm: GPA Consulting

Classification	Fully Loaded Salary Rates (Min - Max)			
Principal Environmental Planner	\$ 219.59	(min)	\$ 334.93	(max)
Principal Architectural Historian	\$ 219.59	(min)	\$ 334.93	(max)
Senior Associate Environmental Planner	\$ 159.69	(min)	\$ 249.12	(max)
Senior Associate Architectural Historian	\$ 159.69	(min)	\$ 221.44	(max)
Senior Associate Biologist	\$ 159.69	(min)	\$ 221.44	(max)
Senior Environmental Planner	\$ 119.25	(min)	\$ 179.92	(max)
Senior Architectural Historian	\$ 119.25	(min)	\$ 179.92	(max)
Senior Biologist	\$ 119.25	(min)	\$ 179.92	(max)
Senior GIS Analyst	\$ 119.25	(min)	\$ 179.92	(max)
Associate Architectural Historian	\$ 97.27	(min)	\$ 119.25	(max)
Associate Biologist	\$ 97.27	(min)	\$ 119.25	(max)
Associate Environmental Planner	\$ 97.27	(min)	\$ 119.25	(max)
Environmental Planner	\$ 59.87	(min)	\$ 97.27	(max)
Biologist	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, II	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, I	\$ 58.13	(min)	\$ 72.66	(max)
Project Coordinator	\$ 86.78	(min)	\$ 119.25	(max)
Intern	\$ 55.36	(min)	\$ 58.13	(max)

Other Direct Costs to be billed At Costs

Postage/Delivery
 Reproduction/Materials and Outside Copies
 Travel (Airfare, Hotel, Rental Car)
 Public Outreach Exhibits
 Record Search
 Permit/Filing Fees
 Subconsultants
 Mileage Costs - *Billed as IRS Allowable*

Standard Fee Schedule for Year 2022 – June 30, 2023

STAFF LEVEL	HOURLY RATE
Principal	\$ 215
Senior Project Manager	\$ 205
Project Manager	\$ 195
Senior Engineer	\$ 185
Assistant Project Manager	\$ 170
Project Engineer	\$ 145
Assistant Engineer	\$ 120
Technical Support	\$ 100
Administrative Support	\$ 65

The above rates are effective to June 30, 2023. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

Right of Way Management & Implementation	
Program Manager / Principal	\$250.00 per hour
Senior Project Manager	\$180.00 per hour
Senior Utility Project Manager	\$180.00 per hour
ROW Project Manager / Utility Project Manager	\$155.00 per hour
Utility Coordinator	\$105.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$125.00 per hour
Acquisition Agent / Relocation Agent	\$105.00 per hour
Project Coordinator / Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$80.00 per hour
Project Support Specialist	\$70.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

RATE SCHEDULE WORKSHEET

SOLICITATION NO. 22-8

TITLE OF SOLICITATION

City of Montebello On-Call Architectural and Engineering Design Services

NAME OF OFFEROR

TATSUMI AND PARTNERS, INC.

HOME OFFICE ADDRESS

49 DISCOVERY, SUITE 120, IRVINE, CA 92618

POINT OF CONTACT

NAME: BEVERLY KAWAMOTO

PHONE/EMAIL: 949-453-9901/beverly@tatsumiandpartners.com

EMPLOYEE NAME	CLASSIFICATION	2022 FULLY LOADED RATE
David Tatsumi	Senior Principal	\$288.42
Michael Aceves	Senior Associate	\$177.91
Sambath Ork	Senior Technical Staff	\$132.83
Jimmy Ogata	Senior Designer	\$132.83
Weywantheawy Kang	Technical Staff III	\$117.65
Kenton Quinn	Technical Staff III	\$113.09
Alexa Miranda Flores	Technical Staff I	\$92.60
Guadalupe Rodriguez	Technical Staff I	\$92.60

REIMBURSABLES

GPS Tree Location Equipment	As Needed: Rate/Day	\$123.91
Mileage	500 miles @ .585/mile	\$292.50

W. G. ZIMMERMAN ENGINEERING, INC.

City of Montebello | On-Call Architectural and Engineering Design Services Standard Hourly Rate Sheet

<u>Classification</u>	<u>Rate</u>
Principal	\$ 240.00/Hr
Registered Traffic Engineer	\$ 240.00/Hr
Senior Project Manager (Registered)	\$ 236.00/Hr
Project Manager (Registered)	\$ 215.00/Hr
Senior Project Engineer (Registered)	\$ 209.00/Hr
Project Engineer	\$ 175.00/Hr
Senior Associate Engineer	\$ 155.00/Hr
Senior Design Engineer	\$ 148.00/Hr
Design Engineer	\$ 143.00/Hr
CADD Manager/Senior Designer	\$ 148.00/Hr
Microstation CADD/Technician	\$ 148.00/Hr
Administration/Office Support	\$ 99.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.

WGZE

7812Edinger Avenue, Suite 302, Huntington Beach, CA 92647
T: 714-799-1700 | F: 714-333-4712 | www.wgze.com

CITY OF MONTEBELLO
MASTER RETAINER AGREEMENT NO. 4000
WITH KOA CORPORATION

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

RECITALS

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

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

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

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

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on July 1, 2022, and shall expire on June 31, 2025. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,

MASTER RETAINER AGREEMENT NO. 4000

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Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Giuseppe Canzonieri, P.E.
Vice President, Sr. Engineer
KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703
gcanzonieri@koacorp.com

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

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

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

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

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

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

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

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

5. COMPENSATION.

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

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

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents (\$2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

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

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

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

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7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

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

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

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

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

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

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

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

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

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall

not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

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

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

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

10. INDEMNIFICATION.

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

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

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

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

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

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal

injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

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

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

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

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement

MASTER RETAINER AGREEMENT NO. 4000

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shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. The Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond guaranteeing payment of losses and expenses.

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

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

13. CONFIDENTIALITY.

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

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information

developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

- A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.
- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.
- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

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

necessary disbursements, in addition to such other relief as may be sought and awarded.

- 16. FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- 17. ASSIGNMENT.** The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.
- 18. COMPLIANCE WITH LAWS.** The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 19. PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. _____ shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.
- 20. MUTUAL COOPERATION.** The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.
- 21. RECORDS AND INSPECTIONS.** The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours.

The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

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

26. NON-WAIVER.

- A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then

exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

- B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.
- C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

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

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

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

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

30. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy

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

31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

[SIGNATURE PAGE TO FOLLOW]

MASTER RETAINER AGREEMENT NO. 4000

Page 14 of 14

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

“CITY”

CITY OF MONTEBELLO

“CONSULTANT”

KOA CORPORATION

René Bobadilla, P.E.
City Manager

Giuseppe Canzonieri, P.E.
Vice President, Sr. Engineer

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Sample Engagement Letter
- Exhibit C – Fee Schedule

Exhibit A

Scope of Work

PROPOSAL FOR RFP 22-8
**ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES**
CITY OF MONTEBELLO
JUNE 2, 2022

03

SECTION I | COVER LETTER

05

SECTION II | QUALIFICATION AND EXPERIENCE

Organizational Chart
Staff Availability
Resumes
Firm Profiles
Project Experience
Approach
Project Understanding
Quality/Control (Q/C) and Quality/Assurance (Q/A)

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SECTION III | SCOPE OF WORK

Sample Work Plan For PS&E Projects
Federal and State Funded Projects

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SECTION IV | OTHER DOCUMENTS

Financial Management and Accounting System*
Schedule of Billing Rates*

**Included as a separate attachment per the RFP*



1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
T: (323) 260-4703 | F: (323) 260-4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY



DATE

June 2, 2022

TO

Mr. James Enriquez, PE
Director/City Engineer
City of Montebello
Public Works Department
1600 W. Beverly Boulevard
Montebello, CA 90640
(323) 887-4640
jenriquez@cityofmontebello.com

FROM AUTHORIZED PRINCIPAL

Mr. Giuseppe Canzonieri, PE
VP, Senior Engineer
KOA Corporation
1100 Corporate Center Drive,
Suite 201
Monterey Park, CA 91754
(323) 260-4703
gcanzonieri@koacorp.com

RFP NO. 22-8

On-Call Architectural and
Engineering Design Services

Dear Mr. Enriquez:

KOA Corporation (KOA) is pleased to submit this proposal to describe our experience and capability in providing the City of Montebello with on-call architectural and engineering design services. We believe our firm's 35-year history in civil and traffic engineering as well as the skills and experiences that we can bring from having worked on a wide variety of projects over the years, will ultimately be beneficial to the City. KOA has been providing high-value on-call engineering services to counties and cities all over Southern California since we were founded in 1987.

KOA is based in Southern California with over 100 staff members. Although we may not be considered a "large" company, we believe KOA is the ideal size to provide attentive and responsive service to City staff. Not being a large national or international firm also means that we will not be distracted or pulled away by projects out-of-state or overseas – our core business is assisting public agencies in Southern California with their public works infrastructure projects, and that is our intent with the City of Montebello.

Conversely, we are large and experienced enough to provide the core competency and depth of resources to meet the City's needs. With KOA, Montebello will get a stable team who is familiar with the procedures and standards that are utilized by the City. A core group of staff will be solely dedicated to any assigned task order so that City staff does not have to deal with any changing personnel, lack of continuity, and inefficiencies by the consultant team.

One unique characteristic about KOA is that we are a full-service consulting firm that offers services in planning, engineering, and construction management. We have provided cities services from the beginning stages of project planning and conceptual design, assisted cities with obtaining project funding, provided a high-quality P&E package, provided construction support, and construction management/inspection services.

I, Giuseppe Canzonieri, PE will serve as the On-Call Project Administrator/Project Manager. I have 16 years of civil and traffic engineering experience and have prepared numerous projects involving the design of roadways, medians, pavement rehabilitation, signing & striping, traffic signals, worksite traffic control, street lighting, construction specifications, and cost estimating. I have served as project manager and project engineer on several civil and traffic engineering design projects for many cities throughout Southern California. I believe that my well-rounded project experience will be a benefit to the City of Montebello.

I was born and raised in the City of Montebello and resided there for 27 years. My family immigrated from Sicily to the City of Montebello in 1955 and continues to reside in the City. Although I now live in the City of Whittier, I



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MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

travel through the City of Montebello via Beverly Boulevard on my daily commute to/from our Monterey Park office. I am very passionate about the work I do in civil/traffic engineering, care about my clients, and pride myself on our work quality and customer service to Clients. It would be an honor to have an opportunity to serve my hometown on public infrastructure projects.

For this on-call, I will be supported by a team of carefully selected KOA team members and sub-consultants, who collectively have the relevant skills and experience to handle any potential task order issued by the City.

The work for this on-call contract will be managed from our Monterey Park office, located at 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754. Our office is located only 4 miles from City Hall, and we can often meet with City staff at a moment's notice whenever necessary.

Upon award as the selected Consultant for this submission and upon execution of the Agreement, KOA Corporation certifies that the required insurance coverage will be obtained. KOA understands that coverage is a prerequisite for entering into any agreement with the City. KOA confirms our insurance company is able to provide the coverages specified. KOA acknowledges we will comply with the contract provisions as outlined in the City's Sample Master Retainer Agreement found in Enclosure 1.

If you have any questions, or if you require additional information regarding this proposal or our qualifications, please contact me at (323) 260-4703 or via e-mail at gcanzonieri@koacorp.com. I will be the designated contact person for this proposal and for the proposed on-call contract. We look forward to the opportunity to continue working with the City of Montebello and becoming your most trusted and capable engineering consultant firm.

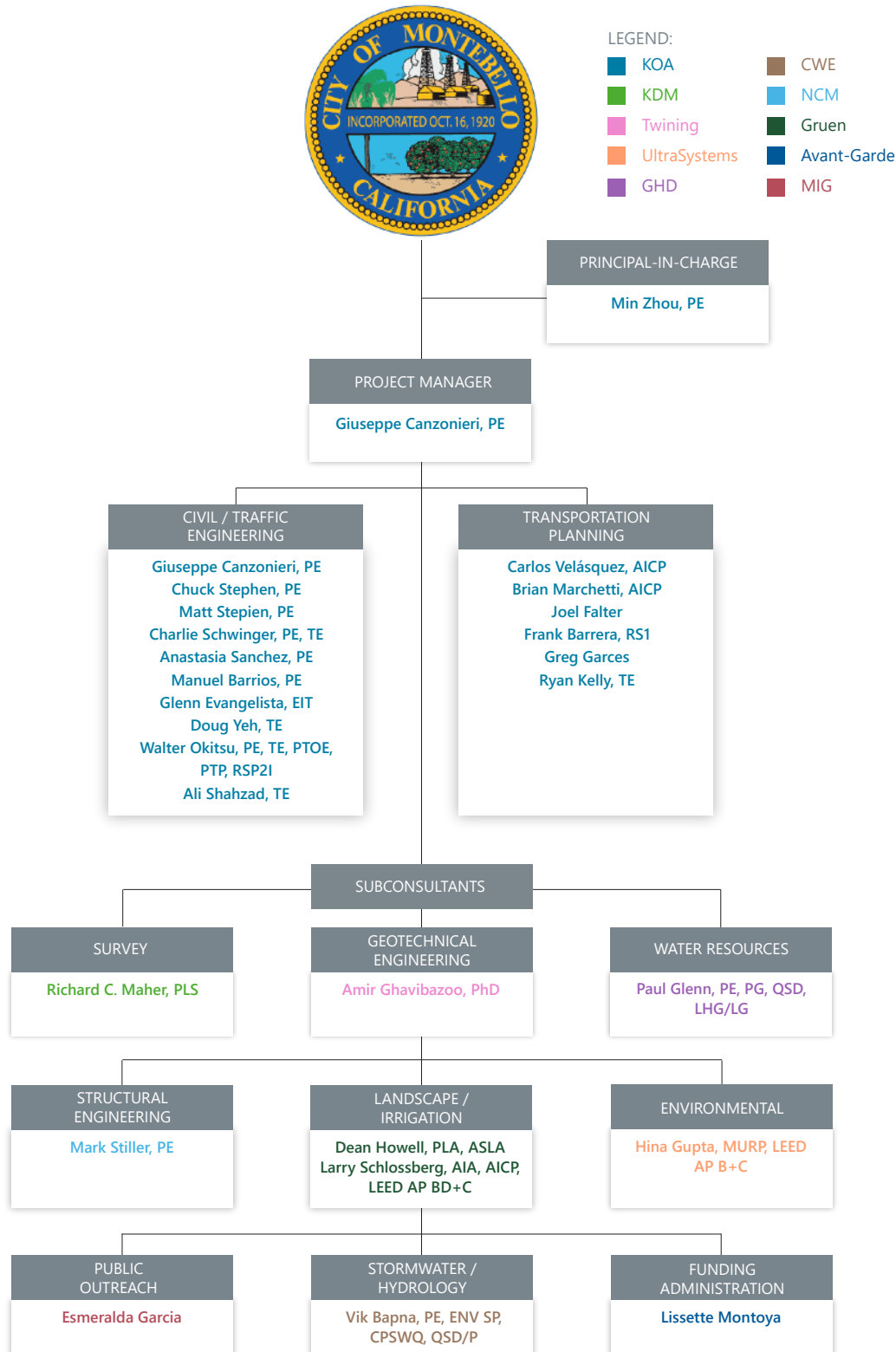
Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to read 'Giuseppe Canzonieri', with a stylized flourish at the end.

Giuseppe Canzonieri, PE
VP, Senior Engineer

ORGANIZATIONAL CHART

The organizational chart below reflects the proposed roles and organization of the KOA staff who will be assigned to perform and/or assist with the required services and deliverables. KOA has a capacity of over 110 qualified professionals available to perform services for this effort. Our project team was organized specifically for this project based on the skill set and experience of the staff. Resumes can be found on the following pages.



STAFF AVAILABILITY

	TEAM MEMBER, PROJECT ROLE & AVAILABILITY	CURRENT LIST OF ASSIGNMENTS/ PROJECTS
KOA CORPORATION	Giuseppe Canzonieri, PE <i>Project Manager</i> 30%	- City of South Gate, Tweedy Boulevard Complete Streets - City of Compton, Wilmington Avenue Pavement Rehabilitation - City of Downey, Bicycle Master Plan Implementation
	Min Zhou, PE <i>Principal-in-Charge</i> 15%	- On call services for various local agencies - Company Administration and Management
	Chuck Stephan, PE <i>Civil & Traffic Engineering</i> 40%	- City of Inglewood, Centinela Blvd Rehabilitation Project - City of Anaheim, Water Improvement Projects - Manager, CM Division - Manager, Ontario Office
	Matt Stepien, PE <i>Civil & Traffic Engineering</i> 40%	- City of Menifee, McCall Blvd Widening - City of Costa Mesa, Newport Blvd Rehabilitation - City of Downey, Quill/Rives Roundabout - City of Carson, Median Design
	Walter Okitsu, PE, TE, PTOE, PTP, RSP2I <i>Civil & Traffic Engineering</i> 40%	- Los Angeles County Public Works, Engineering & Traffic Surveys - City of Downey, Bicycle Master Plan - City of Pasadena, Mountain Street Roundabout
	Doug Yeh TE <i>Civil & Traffic Engineering</i> 35%	- LABOE, Sewer Rehabilitation Traffic Control Plans - Los Angeles County Public Works, Main Line Replacement Traffic Control Plans - Los Angeles County Public Works, Civil and Traffic Engineering On-Call - LA Metro, Regional Connector
	Charlie Schwinger, PE, TE <i>Civil & Traffic Engineering</i> 40%	- City of Palm Desert, PD Link - City of Palm Desert, Haystack Traffic Calming - City of Coachella, Avenue 50 - City of Big Bear Lake, Moonridge Road
	Carlos Velasquez, AICP <i>Transportation Planning</i> 40%	- SCAG, Local Demonstration (Quick Build) - LADOT, Safe Routes to School Top 50 Schools - City of South El Monte, Rush Street Corridor Enhancement - Manager, Monterey Park Office
	Brian Marchetti, AICP <i>Transportation Planning</i> 35%	- City of Compton, Artesia TOD Specific Plan - City of San Bernardino, Downtown Specific Plan and City General Plan - City of El Monte, MacLaren Park Affordable Residential and Government Office Project
KDM	Richard C. Maher, PLS <i>Survey</i> 15%	- City of Whitter, Hadley Alley Improvements - City of Downey, South Downey Safe Routes to School Project - City of El Monte, Ramona/Durfee Sidewalk Improvements
TWINING	Amir Ghavibazoo, PhD <i>Geotechnical Engineering</i> 60%	- City of Long Beach Public Works Department, 220323.1 - COLB Santa Fe Improvements Project - City of Santa Clarita Public Works, 2022-2023 Annual Overlay - City of Thousand Oaks Public Works, 2022 Annual Overlay - KOA, Centinela Avenue Improvement

STAFF AVAILABILITY

	TEAM MEMBER, PROJECT ROLE & AVAILABILITY	CURRENT LIST OF ASSIGNMENTS/ PROJECTS
ULTRASYS	Hina Gupta, MURP, LEED, AP B+C <i>Environmental</i> 65%	- City of South Gate, Garfield Avenue Complete Street Improvements Project - City of West Hollywood, 9160-9176 Sunset Boulevard Project - City of Bell, Gage Avenue Bridge Rehabilitation Project
GHD	Paul Glenn, PE, PG, QSD, LHG/LG <i>Water Resources</i> 60%	- City of Carson, MS4 Support - Inland Empire Utilities Agency, Ely Monitoring Well Design & Construction - City of Ukiah, FEMA Flood Mapping - Orange County Public Works, OC Loop Bikeway Hydraulics Study
CWE	Vik Bapna, PE, ENV SP, CPSWQ, QSD/P <i>Stormwater / Hydrology</i> 20%	- City of Torrance, Beach Cities Green Streets - Los Angeles County Public Works, County Parking Lots - City of Manhattan Beach, Santa Monica Beach TMDLs
NCM	Mark Stiller, PE <i>Structural Engineering</i> 40%	- City of Montebello, Garfield Avenue Bus Turnout Lane Project - Caltrans, Marysville SR70 Widening - Tulare County Public Works, Avenue 430 Buttonwillow Bridge - City of Pico Rivera, Telegraph Road Bridge Replacement Project
GRUEN	Larry Schlossberg, AIA, AICP, LEED AP BD+C <i>Landscape / Irrigation</i> 10%	- City of Whittier, Corridor Cities Economic Analysis and Vision Plan - City of Chino, Civic Center Master Plan - Jamison Properties, 3545 Wilshire Boulevard Mixed-Use
	Dean Howell, PLA, ASLA <i>Landscape / Irrigation</i> 40%	- Jamison Properties, 3545 Wilshire Boulevard Mixed-Use - City of Los Angeles, Riverway Bikeways & Greenways - LA Metro, Airport Metro Connector Station
AVANT-GARDE	Lisette Montoya <i>Funding Administration</i> 30%	- Various Cities, Funding Administration - Various Cities, HOME/CDBG Administration - Various Cities, Program Management
MIG	Esmeralda Garcia <i>Public Outreach</i> 60%	- Streets LA, Broadway Manchester ATP Project - Los Angeles County Public Works, San Gabriel Valley Greenway - Pasadena Public Works, Arroyo Seco Water Reuse Project - Los Angeles County Public Works, LA County Equity Infrastructure

RESUMES

GIUSEPPE CANZONIERI, PE

PROJECT MANAGER | VP, SENIOR ENGINEER

KOA



EDUCATION

BS, Civil Engineering,
California State
Polytechnic University,
Pomona

REGISTRATION

Professional Engineer
(Civil), CA #79006

PROFESSIONAL
AFFILIATIONS

American Public Works
Association (APWA)

EXPERIENCE

15 years at KOA
16 years overall

SKILLS/TRAINING

AutoCAD, Civil 3D,
Microstation

Giuseppe Canzonieri is a VP/Senior Engineer with KOA. He has performed numerous projects for both public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing & striping design, traffic control design, construction specifications and cost estimates. He has served as project manager and project engineer on several civil and traffic engineering design projects for several Cities throughout Southern California. Giuseppe is also known for his quality control capabilities and providing clients with high quality construction documents.

RELEVANT EXPERIENCE

City of Carson, On-Call for Professional Engineering Services

Project Manager. KOA is on the current on-call bench for the City of Carson to provide the City with various on-call professional engineering services that may include, but is not limited to developing projects, general municipal engineering and studies, project management, plan review, specifications, and estimate and recommendations for public/private construction projects, coordination with other agencies and utility companies, presentations to the public, City Commissions, and City Council, developing construction documents and plans for capital projects and provide engineering services and support per City's requests.

LACDPW, Rowland Heights-Saleroso Drive Et Al Pavement Improvement Project

Project Manager. KOA provided civil and traffic engineering services for the roadway rehabilitation project in the Rowland Heights community. The project included 3 miles of pavement reconstruction, design of 72 curb ramps, signing & striping, traffic loop restoration, traffic control design, topographic survey, utility notifications, and the preparation of quantity estimates. Engineering services included surveying and preparing street improvement plans, specifications and cost estimates. This project also used recycled pavement and combined it with percentage of cement to produce cement-stabilized pulverized base. This method of construction was a challenge in a residential area, especially in staging and during the traffic control development. The project was funded through SB1.

City of Culver City, 2016-2017 Pavement Rehabilitation Project

Project Manager. KOA was contracted to provide engineering services to the City of Culver City for the 2016/17 Pavement Rehabilitation Project. KOA provided pavement evaluation, design, and cost estimates for 16 project locations throughout the City. The project locations included both arterial and residential roadways. KOA provided pavement rehabilitation recommendations to the City that worked with their overall project budget of \$3 million. KOA prepared pavement rehabilitation (16 locations), restoration signing & striping (7 locations), traffic control (2 locations), and traffic signal as-built (15 locations) plans for the project. KOA also assisted the City in acquiring a Caltrans encroachment permit for two of the project locations.

GIUSEPPE CANZONIERI, PE

City of Culver City, 2020 Pavement Rehabilitation Project

Project Manager. KOA provided civil and traffic engineering services for the 2020 Pavement Rehabilitation Project in the City of Culver City. KOA prepared pavement rehabilitation plans along 11 corridors, restoration striping plans along 10 corridors, traffic signal modifications at 7 locations, worksite traffic control plans, Caltrans Encroachment Permit application and coordination, and preparing cost estimates.

City of Claremont, Foothill Boulevard Master Plan Implementation

Senior Engineer. KOA assisted the City to prepare plans, specifications and estimates (PS&E) to implement the Foothill Boulevard Master Plan in the City of Claremont. The project is contained to a two-mile stretch along Foothill Boulevard between Town Avenue and The City Boundary. The initial phases of the project included a comprehensive traffic impact study, geotechnical investigation (including percolation test), and hydrology study. The design team utilized the preliminary data to develop three concept plans including protected intersections, Class IV bikeway integration, bio-retention/infiltration, and drought tolerant landscape. The preferred alternative included roadway improvements, bio-retention planters, 21 drywells, 900-feet of new storm drains, Class II & IV bicycle lanes, intersection bulb-outs, median and parkway landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA led the team of consultants throughout the design, bid, and construction phases. In addition, KOA provided construction management and inspection service.

City of Santa Monica, Pico Boulevard Pedestrian Safety Improvement Project

Project Manager. KOA provided the City of Santa Monica with civil and traffic engineering design services for the Pico Boulevard Pedestrian Safety Improvements Project. The project included: alternatives analysis, public outreach, preparation of street improvement, signing & striping, traffic signal, street lighting, plans, specifications and estimates (PS&E) for pedestrian improvements at five locations along Pico Boulevard, and construction support. The project locations are: Pico Boulevard & 16th Street, 17th Street, 19th Street, 21st Street, 22nd Street, and Cloverfield Boulevard. Improvements along the corridor included curb extensions, ADA compliant curb ramps, protected intersection, Class IV bike lanes, bicycle signals, roadway narrowing, median refuge islands for RRFB crossing, and bus stop relocations. The project was funded through ATP and included coordination with various departments at the City of Santa Monica, Southern California Edison, and Big Blue Bus.

City of Downey, Bike Master Plan Phase 1

Project Manager. KOA provided engineering services for the City of Downey for the Bike Master Plan Phase 1 Downtown/Transit Class II Implementation Project. KOA prepared a feasibility study to assess the effects of installing Class II bike lanes through road diets on traffic operations. KOA prepared slurry seal plans and signing and striping plans for 11 project corridors and 13.3 miles of roadway, specifications, and cost estimates.

City of Pasadena, On-Call Civil Engineering Design Services

Project Manager. KOA is providing the City of Pasadena with on-call civil engineering professional services. Our services can include geotechnical engineering, topographic survey, green streets design, ADA assessments, pipe capacity upgrades and condition repair, and complete streets design. KOA is currently working on a roundabout design at the intersection of Mountain Street and Sinaloa Avenue.

RESUMES

MIN ZHOU, PE

PRINCIPAL-IN-CHARGE | CEO/PRESIDENT

KOA

Min Zhou has over 30 years of transportation engineering and planning experience in both public and private sectors, developing exceptional professional expertise in roadway and traffic design, transportation studies and modeling, active transportation planning, database management, and statistical analysis. Her professional expertise includes travel demand modeling, corridor studies, traffic signal operation, coordination and traffic simulation. Min has become the leading force for all of KOA's active transportation projects. She has managed numerous large-scale projects involving multiple stakeholder groups and has a high reputation of delivering projects both on-time and under budget.

RELEVANT EXPERIENCE

- **City of Long Beach, Multiple Traffic Signal Synchronization Projects**
- **City of Huntington Beach, Talbert Channel Bike Path**
- **City of Pasadena, Mountain Street Complete Streets Project**
- **City of Lake Elsinore, HSIP Cycle 9**
- **City of Laguna Beach Coast Highway Intersection Improvement Traffic Calming PS&E**
- **City of Long Beach On-Call Engineering and Planning Services for Innovative Bicycle Facilities and Programs**

MATT STEPIEN, PE

CIVIL AND TRAFFIC ENGINEERING | SENIOR ENGINEER

KOA

Matt Stepien has 42 years of civil engineering experience with an emphasis on design and management of numerous municipal roadway, utility and infrastructure improvement projects from preliminary to final design, preparing master planning studies, PS&Es and providing quality control. Recent experience includes planning and design for infrastructure projects for the Cities of San Juan Capistrano, Stanton, Costa Mesa, Seal Beach, Laguna Beach, Anaheim, Long Beach, Santa Fe Springs, Downey, Norwalk, and La Habra, as well as the Orange County Transportation Authority and LA Metro. He has served as project manager for numerous significant engineering projects during the last 20 years, all having one thing in common – they were successfully built without problems.

RELEVANT EXPERIENCE

- **City of Santa Monica, Pico Boulevard Pedestrian Safety Improvement Project**
- **LACDPW, Rowland Heights-Saleroso Drive Et Al Pavement Improvement Project**
- **City of Long Beach, On-Call Civil Engineering (Roadway)**
- **City of Downey, On-Call Engineering Services**
- **City of Santa Fe Springs, On-Call Engineering Services**
- **City of El Monte Mountainview Roundabout**
- **City of Costa Mesa Newport Boulevard Complete Streets**



EDUCATION

MS, Civil Engineering,
Michigan State University
MS, Urban Planning, School
of Architecture, Tsinghua
University
BS, Urban Planning, School of
Architecture, Tongji University

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #66448



EDUCATION

BS, Civil Engineering,
California State Polytechnic
University, Pomona

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #35500

RESUMES



EDUCATION

BS, Agricultural Engineering,
California Polytechnic State
University, San Luis Obispo

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #50481



EDUCATION

BS, Civil Engineering, Iowa
State University

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #82908
Professional Engineer (TE),
Traffic, CA #82908

CHUCK STEPHAN, PE

CIVIL AND TRAFFIC ENGINEERING | VP, SENIOR ENGINEER
KOA

Chuck Stephan has 40 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He specializes in civil engineering design, and construction management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements. He also manages various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

RELEVANT EXPERIENCE

- **City of Claremont, Foothill Boulevard Master Plan Implementation**
- **City of Culver City, 2020 Pavement Rehabilitation Project**
- **City of La Habra, Street Rehabilitation & Water Main Replacement Projects**
- **City of Costa Mesa, Adams Avenue Improvement Projects**
- **City of El Monte, Ramona Boulevard Rehabilitation Project, STPL-5210(025)**
- **City of El Segundo, FY 19/20 Pavement Rehabilitation Project (PROJECT NO. PW 20-01)**

CHARLES SCHWINGER, PE, TE

CIVIL AND TRAFFIC ENGINEERING | SENIOR ENGINEER
KOA

With 46 years of experience in applying practical engineering solutions to the transportation planning process, Charlie Schwinger approaches each of his projects holistically, incorporating client goals, public values, and technical excellence. His responsibilities include project management, design, analysis, data collection and surveys, and production of construction plans, specifications and technical reports. His experience in transportation includes: street and highway design; intersection and interchange design; trail and sidewalk design, signal design for isolated, interconnected and coordinated systems; street lighting design; signing and marking design; traffic control plans; accident analysis; and traffic impact studies.

RELEVANT EXPERIENCE

- **City of Claremont, Foothill Boulevard Master Plan Implementation**
- **City of Long Beach, Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design**
- **City of Palm Desert, CV Link Painters Path Spur Phases 1 and 2**
- **City of Vista, Vale Terrace Drive & Foothill Drive Safe Routes to School & Corridor Study**
- **City of Vista, Townsite Complete Street Improvements**
- **City of Coachella, Avenue 50 PS&E**

RESUMES

DOUG YEH, TE

CIVIL AND TRAFFIC ENGINEERING | VP, SENIOR ENGINEER
KOA



EDUCATION

BS, Optical Engineering,
University of La Verne, La
Verne

REGISTRATIONS

Professional Engineer (TE),
Traffic, CA #1900

Doug Yeh has extensive experience in the design and analysis of transportation and infrastructure projects. He has served as Project Manager and Team Leader for numerous projects involving design of roadways, traffic signals, work site traffic control, street lighting, signing & striping, and intelligent transportation systems design. Doug is an expert in geometric design, traffic signal design and preparation of worksite traffic control (traffic handling) plans. He is well-known in City of Los Angeles Department of Transportation, Water and Power, and Bureau of Street Lighting.

RELEVANT EXPERIENCE

- **City of Arcadia, Traffic Signal Improvements Project**
- **LACDPW, Beverly Boulevard Traffic Signal Synchronization Project**
- **LACDPW, On-Call Traffic Design**
- **LACDPW, Sun Valley Traffic Control Plans, Phase 2**
- **OCTA, On-Call Traffic Engineering & ITS Services**
- **California State Department of Water Resources (DWR), On-Call Traffic & Engineering**



EDUCATION

BS, Civil Engineering, California
State University, Los Angeles
BS, Math-Computer Science,
UC Los Angeles
MS, Transportation
Engineering, UC Berkeley

REGISTRATIONS

Professional Engineer (PE)
Civil, CA #52655
Professional Engineer (TE)
Traffic, CA #1406
Professional Traffic
Operations Engineer (PTOE)
Professional Transportation
Planner (PTP)
Road Safety Professional,
Level 2 (Infrastructure) (RSP2I)

WALTER OKITSU, PE, TE, PTOE, PTP

CIVIL AND TRAFFIC ENGINEERING | VP, SENIOR ENGINEER
KOA

Walter Okitsu is a VP/Principal at KOA and has extensive experience in transportation planning and traffic design. He is responsible for a wide variety of highway, transit way and bikeway projects which includes design for traffic signals, street lighting, signing & striping, and worksite traffic control. He collaborates with company-wide project managers to ensure the delivery of high-quality products to our clients. Walter has field and managerial experience on traffic impact, feasibility analysis, and circulation projects. He has been instrumental in developing and implementing KOA's QA/QC process.

RELEVANT EXPERIENCE

- **LACDPW, Road/Flood On-Call**
- **LACDPW, On-Call Traffic Design**
- **City of South Gate As-Needed Professional Engineering Services**
- **City of Claremont, Foothill Boulevard Master Plan Implementation**
- **City of San Bernardino, On-Call Traffic Engineering - Two Traffic Impact Reports**
- **City of Laguna Beach Coast Highway Intersection Improvement Traffic Calming PS&E**
- **OCTA, Aliso Creek Road Regional Traffic Signal Synchronization Project**

RESUMES

CARLOS VELASQUEZ, AICP

TRANSPORTATION PLANNING | VP, SENIOR PLANNER

KOA

Carlos Velásquez brings over 15 years of experience in working and leading numerous mobility projects throughout the region. During his tenure at KOA, he has managed projects totaling over \$5-million in contract value. He is currently wrapping up a multi-year Safe Routes to School project with LADOT, which required bilingual community engagement, bikeway and pedestrian facility concept design and feasibility analysis, and grant application preparation. He has also recently completed citywide parking studies, complete streets projects, and numerous transportation impacts studies for projects in the City of Los Angeles.

RELEVANT EXPERIENCE

- **LACDPW, Road/Flood On-Call**
- **City of South Gate As-Needed Professional Engineering Services**
- **City of Downey, Bike Master Plan Phase 1**
- **LADOT, Safe Routes to School Plans for the Top 50 Schools with Most Need**
- **City of Azusa, Local Road Safety Plan (LRSP)**
- **City of Bell Gardens, Circulation & Transportation Element Update**

BRIAN MARCHETTI, AICP

TRANSPORTATION PLANNING | VP, SENIOR PLANNER

KOA

Brian Marchetti is a Senior Planner at KOA, managing traffic impact, circulation, parking, and transit planning studies. He has extensive experience with TRAFFIX impact analysis and Synchro signal coordination software packages, and multimodal impact approaches to studies. Brian has produced studies for environmental documentation on multiple projects, ranging from large commercial centers, mixed-use development projects, residential tract developments, public utilities projects, public facility and park projects, institutional and school facility traffic impact and pedestrian access projects, to transit and station interface projects.

RELEVANT EXPERIENCE

- **City of Montebello, Montebello Hills Specific Plan EIR**
- **City of Culver City, Culver City Transit Oriented Development (TOD) Vision Study**
- **City of Glendale, Space 134 Project EIR Traffic Circulation Study**
- **City of Culver City, Rancho Higuera Neighborhood Traffic Management Plan**
- **City of Santa Clarita, Safe Routes to School Plan**
- **City of Puente Hills, Mall Expansion Traffic Impact and Parking Study**



EDUCATION

MA, City and Regional Planning, UC Berkeley
BA, Geography/Environmental Studies and History, UC Los Angeles

REGISTRATIONS

American Institute of Certified Planners (AICP), #026845



EDUCATION

BS, Urban and Regional Planning, California State Polytechnic University, Pomona

REGISTRATIONS

American Institute of Certified Planners (AICP), #016504

RESUMES



EDUCATION

Civil Engineering, California State University, Fullerton
GPS Technology Certificate, UC Riverside

REGISTRATIONS

Professional Land Surveyor (PLS), CA #7564

RICHARD C. MAHER, PLS

SURVEY | PRESIDENT

Subconsultant - KDM

Richard C. Maher, a Professional Land Surveyor (PLS) registered in the State of California, and president of the firm. He has extensive experience with public works surveying and projects. Rich Maher began his career in the land surveying and civil engineering industries in 1990. Mr. Maher has worked extensively in all facets of land surveying with over one hundred different local, county, and state agencies and utilities districts. He has provided right-of-way engineering, annexations, heavy and light construction staking, design topographic surveys, aerial control networks, legal descriptions, boundary surveys, records of survey, and parcel and tract map preparation and checking.

RELEVANT EXPERIENCE

- **City of Whittier, Hadley Alley Improvements**
- **City of Downey, South Downey Safe Routes to School Project**
- **City of El Monte, Ramona/Durfee Sidewalk Improvements**
- **City of Yorba Linda, Town Center Redevelopment**
- **City of La Quinta, Washington St. & Fred Waring Dr. Intersection Rehab**



EDUCATION

PhD, Civil and Environmental Engineering, North Dakota State University, Fargo
MS, Railways Engineering, Iran University of Science and Technology, Tehran
BS, Industrial Engineering, University of Tehran

AMIR GHAVIBAZOO, PHD

GEOTECHNICAL ENGINEERING | DIRECTOR OF ASPHALT ENGINEERING AND PAVEMENT DESIGN

Subconsultant - Twining

Dr. Amir Ghavibazoo directs and works on pavement design, highway design, and engineering specifications. He joined Twining in 2014 after completing graduate studies with a focus on Pavement Management Systems (MicroPaver), pavement evaluation, and pavement rehabilitation strategies. He is experienced in calculating Pavement Condition Index (PCI) through visual inspection following the United States Army Corps of Engineers' methodology as well as conducting Life Cycle Cost Analysis (LCCA) rehabilitation strategies for pavements. He works closely with cities and government agencies to develop unique and specialized mix designs, pavement inspections, and pavement design solutions.

RELEVANT EXPERIENCE

- **City of Long Beach, Del Amo Boulevard Improvements**
- **City of Upland, Arrow Highway Pavement Rehabilitation and Utility Improvement**
- **City of Huntington Beach, Pavement Evaluation**
- **City of Huntington Beach, Arterial Rehabilitation**

RESUMES

HINA GUPTA, MURP, LEED, AP B+C

ENVIRONMENTAL | SENIOR PROJECT MANAGER

Subconsultant - UltraSystems

EDUCATION

Master of Urban and Regional Planning, USC
B Arch, Chandigarh College of Architecture, Chandigarh, India

REGISTRATIONS

LEED Accredited Professional – BD+C (Leadership in Energy and Environmental Design)

Hina Gupta is an urban planner with 13 years of experience in environmental planning and regulatory permitting for a variety of projects including infrastructure, transportation, renewable energy, commercial, residential, mixed use and master planned development, and educational facilities. Her areas of expertise include: Sustainable Land use, Aesthetics and Visual Analysis, Socioeconomics and Community Impact Assessment, and Green Building Design. Hina is a LEED Accredited Professional and has experience working with public agency staff at various city and county departments within southern California.

RELEVANT EXPERIENCE

- **City of South Gate, Garfield Avenue Complete Street Improvements Project**
- **City of Bell, Gage Avenue Bridge Rehabilitation Project**
- **OCTA, OC Loop Bike Trail, Segments O, P, and Q**
- **City of Palmdale, North County ITS, Extension Phase V Project**
- **SBCTA, Advanced Dilemma Zone Detection Improvements at 49 Intersections Project**

PAUL GLENN, PE, PG, LHG/LG, QSD

WATER RESOURCES | LEAD WATER ENGINEER

Subconsultant - GHD

EDUCATION

MS, Civil Engineering, Portland State University
BS, Geology, Portland State University

REGISTRATIONS

Professional Engineer (PE), Civil, CA # (Pending), WA #52648
Licensed Geologist (PG), CA #8081
Licensed Geologist and Hydrogeologist (LHG/LG), WA #2314
Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer, CA #8081

Paul Glenn is a project manager, civil engineer, and hydrogeologist with over 22 years of experience in delivering water resources related projects. His skills are specialized in stormwater and water quality, surface water, and groundwater assessments, including hydrological and hydraulic analysis; stormwater and water quality master planning and design; flood mitigation alternatives and design; mine water management; groundwater flow and contaminant transport analysis; groundwater dewatering, injection, and remediation design; geotechnical engineering; and sanitary sewer Infiltration and Inflow (I&I) analysis and rehabilitation recommendations. As part of assessment and evaluations, Paul has developed significant experience in hydrologic, hydraulic, and water quality modeling for both surface water and groundwater environments.

RELEVANT EXPERIENCE

- **Green Streets Master Plan**
- **City of Los Angeles Stormwater Capture Parks Program PS&E**
- **Inland Empire Utilities Agency, Montclair Lift Station Infiltration Site Plans, Specifications, Estimate (PS&E) and Construction**
- **City of Santa Monica, Sand Filter System Plans, Specifications and Estimate (PS&E)**

RESUMES

VIK BAPNA, PE, ENV SP, CPSWQ, QSD/P

STORMWATER / HYDROLOGY | PRINCIPAL

Subconsultant - CWE

EDUCATION

BS, Civil Engineering, New Jersey Institute of Technology

REGISTRATIONS

Professional Engineer (Civil), CA #52060

Envision™ Sustainability Professional Credential #18196

Certified Professional in Storm Water Quality #543

Qualified SWPPP Developer/ Practitioner #368

Vik Bapna is an award-winning engineer with diverse experience in the assessment and management of stormwater and urban water quality. His project experience includes preparing WQMPs, developing multiuse water quality enhancement projects, designing innovative structural treatment control BMPs, and preparing watershed management and TMDL Implementation Plans to mitigate urban and stormwater runoff discharging to impaired water bodies. He has extensive experience in developing effective approaches to meet and comply with water quality regulations on the federal and state level as they apply to green streets and roadways.

RELEVANT EXPERIENCE

- **City of Claremont, Foothill Boulevard Master Plan Implementation**
- **City of Beverly Hills, Robertson Boulevard Green Street Improvements**
- **City of Los Angeles, Laurel Canyon Boulevard Green Street Design-Build**

MARK STILLER, PE

STRUCTURAL ENGINEERING | STRUCTURES LEAD

Subconsultant - NCM

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Professional Engineer (PE), Civil, CA #75935

Mark Stiller is a project manager and engineer with experience in civil infrastructure development ranging from grading, roadway and utilities to structures and bridge design. His expertise includes managing multi-disciplined projects, leading design on complex and challenging road and bridge improvements for a wide range of owners including cities, counties, MPO's and the state. Mr. Stiller has worked through all stages of project development from PID through construction and has earned a reputation for being a capable, knowledgeable, responsive and delivery-oriented resource for his clients and industry peers.

RELEVANT EXPERIENCE

- **City of Santa Fe Springs, On-Call**
- **City of Pico Rivera, Telegraph Road Bridge Replacement**
- **OCTA, Public Works Bridge On-Call**
- **Riverside County Public Works, Engineering On-Call**
- **San Diego County Public Works, As-Needed Engineering Services**

RESUMES

LARRY SCHLOSSBERG, AIA, AICP

LANDSCAPE/IRRIGATION | PARTNER-IN-CHARGE

Subconsultant - Gruen**EDUCATION**

Master of Architecture,
Washington University,
St. Louis
BS, Architecture, California
Polytechnic State University,
San Luis Obispo

REGISTRATIONS

Registered Architect (AIA),
CA #C17410
American Institute of Certified
Planners (AICP)
LEED Accredited Professional
NCARB #68678

Larry Schlossberg joined Gruen Associates in 1987 as a Project Designer, was appointed to Associate and Vice President in 1991, and was named a Partner in 1997. Larry is responsible for directing the design activities of Gruen Associates, which includes work in architecture, interior design, urban design and physical planning. His work is broadly multi-disciplinary, having completed projects that span the range of environmental design from interior design to architecture to new community planning. His practice is international, including major architectural, planning and design work in the United States and overseas. Larry's design work has focused on public and institutional projects, winning numerous honors and design awards for both new construction and renovations. His role in the design process is to take full active responsibility for the generation of a project's concept and ultimate form from initial planning and shaping to detailed execution.

RELEVANT EXPERIENCE

- **City of Whittier, Corridor Cities Economic Analysis and Vision Plan**
- **City of Paramount North Gateway Specific Plan**
- **City of Chino, Civic Center Master Plan**
- **LACPW, 710 Corridor/El Sereno Neighborhood Vision Project (Master Plan)**

DEAN HOWELL, PLA, ASLA

LANDSCAPE/IRRIGATION | PRINCIPAL

Subconsultant - Gruen**EDUCATION**

Graduate Degree, Landscape
Architecture, University of
California, Los Angeles
BA, University of South
Florida

REGISTRATIONS

Professional Landscape
Architect (PLA), CA #5765
Member, American Society of
Landscape Architects (ASLA)

Dean Howell develops conceptual designs that stress a balanced relationship between natural and social environments, and performs in-depth site analysis studies based on environmental, physical, social and economic considerations. Dean's full range of tasks include design development and presentation illustrations to construction documents for communities, transit corridors, mixed-use TOD projects, public parks, streetscapes, commercial projects and institutional projects in accordance with the accepted public standards for health safety and welfare.

RELEVANT EXPERIENCE

- **City of Claremont, Foothill Boulevard Master Plan Implementation**
- **City of Temple City, Rosemead Boulevard Safety Enhancements and Beautification Project**
- **City of Claremont, Foothill Boulevard Streetscape Project**
- **City of Los Angeles, Exposition Corridor Transit Neighborhood Plans Project**
- **City of Carson Streetscape Master Plan Implementation**
- **City of Long Beach, Downtown and TOD Pedestrian Master Plan**

RESUMES

LISSETTE MONTOYA

FUNDING ADMINISTRATION | PROGRAM DIRECTOR
Subconsultant - Avant-Garde



EDUCATION

MA, Business Administration
 (in process), California State
 Polytechnic University,
 Pomona
 BS, Business Management,
 California State Polytechnic
 University, Pomona

Lissette Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Lissette is the Vice-President and CFO of Avant-Garde. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Lissette directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion.

RELEVANT EXPERIENCE

- **City of Claremont, Foothill Boulevard Master Plan Implementation**
- **City of Temple City, Rosemead Boulevard Safety Enhancements and Beautification Project**
- **City of Claremont, Foothill Boulevard Streetscape Project**
- **City of Los Angeles, Exposition Corridor Transit Neighborhood Plans Project**
- **City of Carson Streetscape Master Plan Implementation**

ESMERALDA GARCIA

PUBLIC OUTREACH | PRINCIPAL
Subconsultant - MIG



EDUCATION

BA, Art History, California
 State University, Los Angeles

Esmeralda Garcia has 20 years' experience specializing in community engagement. Her project experience includes Community Engagement, Inclusive Outreach, Strategic Communications, Diverse Communities, and Public Involvement.

RELEVANT EXPERIENCE

- **LA Metro, I-710 Major Corridor Study and Corridor Project EIR/EIS**
- **City of Los Angeles, Vision Zero Action Plan**
- **City of Los Angeles, LA Great Streets Challenge and Vision Zero Evaluation**
- **Los Angeles County, Lower Los Angeles River Revitalization Plan**
- **Los Angeles County, Upper LA River & Tributaries Revitalization Plan**
- **Los Angeles County, San Gabriel Valley Greenways**
- **City of Pasadena, Playhouse Village Park Design**



FIRM PROFILES

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Grant Writing & Management
Program Management
Construction Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park
Orange
Ontario
San Diego
La Quinta
Culver City

PROJECT OFFICE LOCATION

1100 Corporate Center Drive
Suite 201
Monterey Park, CA 91754
(323) 260-4703

MAIN CONTACT

Giuseppe Canzonieri, PE
Project Manager
T: (323) 260-4703 ext. 3155
gcanzonieri@koacorp.com

PRIME - KOA

Founded in 1987, KOA Corporation (KOA) is a leading provider in traffic engineering, transportation planning and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

KOA FINANCIAL HISTORY

KOA has a strong financial history and a positive financial outlook.

KOA'S ROLE/RELATED EXPERIENCE

CIVIL ENGINEERING

For 35 years, our staff of registered professional engineers and designers have provided civil engineering services on many award winning projects throughout Southern California. All designs are meticulously reviewed by our senior staff to check compliance with current standards and guidelines.

TRAFFIC ENGINEERING

For 35 years, we have demonstrated engineering leadership in all aspects of our projects for nearly every municipal agency in Southern California and also provide on-call services for many of them. Our designs and plans are known for their high quality and cost-effective use of resources and budgets.

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

For 35 years, our construction professionals apply years of experience on federal, state, and locally funded projects, including municipal agency, utility and private construction. Our team consists of some of the most practical Construction Managers and Technicians available. KOA provides all parties with up-to-the-minute information and is sensitive to the special needs of the community. Our construction inspectors bring years of accrued skills in dealing with contractors and keeping projects on schedule and on budget.

FIRM PROFILES

TYPES OF SERVICES

Topographic Survey
Aerial Mapping
LiDAR Scanning
Boundary Establishment
Geotechnical Survey
Bathymetric Survey
Monument Preservation
Construction Staking
Map Checking
Lot Line Adjustment
ALTA Survey
Slope Monitoring
GIS Integration

PROJECT OFFICE LOCATION & MAIN CONTACT

Richard C. Maher, PLS
President
1340 Reynolds Avenue,
Suite 110
Irvine, CA 92614
T: (949) 768-0731
rmaher@kdmmeridian.com

TYPES OF SERVICES

Asphalt Pavement Quality
Assurance Services
Asphalt Pavement Design and
Materials Evaluations
Geotechnical Engineering
Soils and Materials Testing
and Inspection
Specialty Testing
Mobile Laboratory Services
Consultation and Inspection
Applied Engineering and
Research

PROJECT OFFICE LOCATION & MAIN CONTACT

Amir Ghavibazoo, Ph.D
Director of Asphalt
Engineering and Pavement
Design
2883 E. Spring Street,
Suite 300
Long Beach, CA 90806
T: (562) 426-3355
aghavibazoo@twininginc.com

SUBCONSULTANT - KDM MERIDIAN

KDM Meridian is a professional Land Surveying consulting firm specializing in GPS, LiDAR scanning, conventional land surveying, and map checking, California corporation located in the City of Irvine. Our staff includes six California Licensed Land Surveyors, and one certified Land Surveyor-In-Training. Established in February of 2000, KDM Meridian has rapidly built a growing clientele by offering professional and technical services to public and private clients. Our clients include local, regional, state, and federal agencies. They also include other surveying firms, utility agencies, development groups, private consulting firms, construction firms, professional architects, and attorneys.

ROLE(S)/RELATED EXPERIENCE - SURVEY

In-house personnel provide boundary, right-of-way, and topographic surveying and mapping, as well as construction staking, legal descriptions, and related land development functions. Our staff includes six California Licensed Land Surveyors, and one certified Land Surveyor-In-Training. We have a total staff of 16, of which 12 are full time. The firm is currently fielding two survey crews on a regular basis to perform conventional, GPS, and LiDAR land surveying. With our current staff and equipment, we have the ability to provide up to four two-person crews when necessary.

SUBCONSULTANT - TWINING

Twining's legacy dates back more than 120 years. What started as a family business in 1898 has evolved into one of California's largest full-service providers of geotechnical, materials testing, and construction inspection services. Our services span from QA/QC, materials testing, and inspection to highly technical capabilities in applied engineering and integrated disciplines. With laboratories throughout California and more than 150 inspectors, we are unequaled in our core competencies to work on vertical as well as horizontal design and construction projects.

SUB'S ROLE AND EXPERIENCE - GEOTECHNICAL ENGINEERING

Twining will provide asphalt concrete pavement coring, identification of sub-surface conditions, and provide geotechnical engineering recommendations and pavement structural design recommendations to improve the City of San Fernando's pavements. Our team has helped many cities with pavement rehabilitation including the Cities of Long Beach, Fullerton, and Huntington Beach.

Twining provides local agencies with comprehensive pavement engineering services that utilize the newest pavement rehabilitation technologies to effectively deliver our clients the service life that they expect of their pavements at a construction cost that may be less than traditional methods.

FIRM PROFILES

TYPES OF SERVICES

CEQA/NEPA Compliance
Planning Services
Geographic Information Systems
Technical Studies:
Air Quality
Archaeological Resources
Biological Resources
Geotechnical/Geologic/Soils
Greenhouse Gas Studies
Health Risk Assessments

PROJECT OFFICE LOCATION & MAIN CONTACT

Betsy A. Lindsay
President/CEO
16431 Scientific Way
Irvine, CA 92618
T: (949) 788-4900 x227
blindsay@ultrasystems.com

SUBCONSULTANT - ULTRASYSTEMS ENVIRONMENTAL INC.

UltraSystems is a full-service planning and environmental consulting firm serving public and private sector clients throughout California. UltraSystems was founded in 1994, and is a privately-owned California S Corporation, small business enterprise (SBE), woman business enterprise (WBE), disadvantaged business enterprise (DBE), woman owned small business (WOSB), and community business enterprise (CBE).

SUB'S ROLE AND EXPERIENCE - ENVIRONMENTAL

UltraSystems employs a multidisciplinary team of talented and experienced urban and environmental planners, scientists, archaeologists, biologists, geologists, hydrologists, engineers, geographic information systems (GIS) specialists, and support staff to complete environmental analyses, CEQA and NEPA documents, technical studies, permits, and construction environmental monitoring to satisfy environmental laws and regulations from initial project planning through construction.

TYPES OF SERVICES

Water
Environmental

PROJECT OFFICE LOCATION & MAIN CONTACT

Arturo Vivar, PE
Senior Project Manager,
Transportation
320 Goddard,
Suite #200
Irvine, CA 92618
T: (714) 453-7415
art.vivar@ghd.com

SUBCONSULTANT - GHD

Established in 1994, Katherine Padilla & Associates (KPA), Inc. is a certified SBE, DBE, WBE firm that provides strategic community outreach, stakeholder analysis, public input process management, facilitation, graphic design and website design, traditional and social media outreach. KPA has provided community outreach services for various counties and cities consisting of: public input process design and facilitation; community meeting and interactive workshop design, logistics, graphic recording and summary of input; community outreach and public information campaigns; community-based research including focus groups and interviews; and proactive issues management (identifying, managing, and resolving issues before they devolve into crises). KPA has been involved with various Los Angeles County, City of Los Angeles, and Metro projects. In addition, KPA has worked on programmatic EIRs for Port of Los Angeles Projects and EIS/EIRs for Metro.

SUB'S ROLE AND EXPERIENCE - WATER RESOURCES

GHD provides transportation planning and engineering, environmental, advisory, digital, and construction services to private and public sector clients. Operating globally and delivering services locally, we offer clients the ability to develop a working relationship with our local staff while having access to our global experience base. Put simply, we work where our clients work. Our business model is to work internationally and deliver locally.

TYPES OF SERVICES

Civil Engineering
Water Resources
Environmental Engineering
Stormwater Management
Project Management

PROJECT OFFICE LOCATION & MAIN CONTACT

Vik Bapna, PE, ENV SP,
CPSWQ, QSD/P
CEO/Principal
1561 E. Orangethorpe Avenue,
Suite 240
Fullerton, CA 92831
T: (714) 526-7500
vbapna@cwecorp.com

TYPES OF SERVICES

Civil Engineering
Bridge and Wall Design
Highway/Roadway Design
Technical Review Services
Staff Augmentation
Program Management
Planning and Funding
Support

PROJECT OFFICE LOCATION & MAIN CONTACT

Mark Stiller, PE
Associate Vice President
9850 Research Drive
Irvine, CA 92618
T: (949) 546-0822
mark.stiller@ncmcivil.com

FIRM PROFILES

SUBCONSULTANT - CWE

Since 2006, CWE's trusted and distinguished civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. We are privileged to have served over 150 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from our promise of Creating a Better Tomorrow, Today™. Our award-winning industry leaders actively work to cultivate the engineering protégés and environmental stewards of tomorrow. We work tirelessly to bring the mastery, creativity, and commitment necessary to deliver forward-thinking results to enhance the communities we live, work, and play in, leaving them better for the next generation. This is the CWE standard.

SUB'S ROLE AND EXPERIENCE - STORM WATER/ HYDROLOGY

CWE staff have provided over 300 miles of drainage improvements and for municipal clients throughout Southern California. CWE has completed over 250 storm drain and flood control structures projects with less than 4% average in construction change orders. Our staff have also developed, assisted in the development of, and provided updates for more than 10 master plans of drainage. CWE staff also have experience running hydrologic and hydraulic models, including but not limited to AdH, AES, BAHM, FLO-2D, HEC-1, HEC-HMS, HEC-RAS, MODRAT, MORA, TUFLOW, USEPA-SWMM, WMS, WSPG, and XP-SWMM.

SUBCONSULTANT - NCM

Founded in 2012, NCM Engineering –an engineering, technical, and professional services firm—is a California and LA Metro Certified SBE corporation that serves Caltrans, metropolitan planning organizations, rail authorities, transit districts, transportation joint power authorities, railroads, counties, and cities. NCM's founding Principals are recognized industry leaders and have been involved in planning, engineering, environmentally clearing and producing plans, specifications and estimates for highway/roadway and bridge projects in California. With multiple offices throughout California, NCM is well-positioned to serve their clients' needs promptly, efficiently, and cost-effectively. NCM and NCM key staff have a substantial resume of successfully completing all facets of on-call project experience with similar size and complexity that are described by the technical requirements of the City's On-Call Professional Engineering Services.

SUB'S ROLE AND EXPERIENCE - STRUCTURAL ENGINEERING

NCM Engineering will lead any structural design tasks for transportation projects such as bridge design, retaining wall design, drainage structures, signs and electrolier designs, miscellaneous structures, maintenance plans, structure rehabilitation, repairs, inspections, and any variety of studies or reporting to support project development or planning. As necessary, NCM will produce engineering calculations, contract drawings, specifications, estimates and construction support activities as required by the project or task.

TYPES OF SERVICES

Landscape/Streetscape Design
Planning & Urban Design
Park & Rec and Bikeway Plans
New Community Planning
Downtown & Neighborhood
Revitalization Planning
TOD/TOC Planning & Design
Transit Station Area Planning
Implementation Plans
Transportation, Corridor &
Environmental Planning
Pedestrian & Bicycle Circulation
Architecture/Feasibility Analysis

PROJECT OFFICE LOCATION & MAIN CONTACT

Dean Howell, PLA ASLA
Director of Landscape
Architecture
6330 San Vicente Boulevard,
Suite 200
Los Angeles, CA 90048
T: (323) 937-4270
howell@gruenassociates.com

TYPES OF SERVICES

Funding Administration
Program Management
Grant Writing
Labor Compliance
Community Outreach
Construction Coordination

PROJECT OFFICE LOCATION & MAIN CONTACT

Lisette Montoya
Principal – Program Director
3670 W. Temple Avenue,
Suite 278
Pomona, CA 91768
(909) 979-6586
lmontoya@agi.com.co

FIRM PROFILES

SUBCONSULTANT - GRUEN

Gruen Associates is one of Los Angeles' best known legacy architecture firms that can boast a portfolio of landmark projects spanning more than 75 years. Since the beginning, nationwide and worldwide, our landmark buildings and open spaces enhance the urban landscape, and shape the environment for millions of users. Gruen has been responsible for some of the most significant, complex and challenging projects worldwide. With a staff of 75, Gruen is a partnership that practices in every building type and has received more than 250 awards. Many historic, urban neighborhoods have been revitalized through our architectural design, landscape design, planning, streetscape design, urban design and transportation planning solutions that have created multi-purpose, engaging spaces for community interaction, and social and economic growth. Singularly or combined, the impact of these projects on our communities and on our profession is without question.

SUB'S ROLE AND EXPERIENCE - LANDSCAPE/ IRRIGATION

Our landscape architecture projects include the Los Angeles Riverway Bikeways and Greenways Design Completion Project designed to meet Envision, the Los Angeles Union Station Forecourt and Alameda Esplanade Project, the Rosemead Boulevard Safety Enhancements and Beautification Project, the Carson Streetscape Master Plan Implementation, the Foothill Boulevard Streetscape, and Glendale-Hyperion Viaduct Complex Improvement Project.

SUBCONSULTANT - AVANT-GARDE

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including City of Los Angeles, and the Cities of Temple City, Pasadena, Industry, Pico Rivera, La Mirada, La Puente, Hawaiian Gardens, Lynwood, Bell Gardens, Maywood, Perris, Cudahy, Alhambra, Moreno Valley, Rosemead, San Gabriel, El Monte, Bellflower, South El Monte, and METRO.

Our firm is familiar with working with all city departments that are impacted by these transportation projects. We are effective in coordinating with Administration, Engineering and the Finance Department to ensure that everyone is aware of their role and how the project affects all aspects of City government. Avant-Garde has the expertise to be presented with a new project and immediately assess its agreements, coordination efforts with affiliated agencies, and schedules to provide detailed analysis or strategy to move the project forward expeditiously.

SUB'S ROLE AND EXPERIENCE - FUNDING ADMINISTRATION

Avant-Garde will be providing funding administration and grant writing services by reviewing existing records, coordinating with the engineering and design teams, and submitting all appropriate documentation pursuant to Caltrans Local Program Procedures to request authorization to proceed with various project phases or other grant agency requirements.

TYPES OF SERVICES

Urban Design
Regional Planning
Environmental Design
Environmental Planning
Landscape Architecture
Architecture
Communications
Public Policy

PROJECT OFFICE LOCATION & MAIN CONTACT

Esmeralda Garcia
Principal
537 S. Raymond Avenue
Pasadena, CA 91105
T: (626) 744-9872
esmeraldag@migcom.com

FIRM PROFILES

SUBCONSULTANT - MIG

For nearly four decades, MIG has worked extensively with public agencies and policy makers throughout the United States to effectively communicate complex issues to key stakeholders, businesses and the public, enabling them to actively participate in policy, planning and design processes and make informed decisions that impact every aspect of their lives. The depth of our expertise encompasses engagement in every form—in-person, written, visual and electronic—combined with exceptional skills in facilitation and consensus building. We are renowned for our ability to reach target audiences, especially those with little or no tradition of participating in civic processes.

SUB'S ROLE AND EXPERIENCE - PUBLIC OUTREACH

The breadth of our experience is unparalleled—from transportation and housing to social services and public health to environmental impacts and economic development. We work at every scale from a single site design to a statewide campaign. Our approach is based on a thorough understanding of multiple objectives and needs; efficiency and accuracy in information gathering and sharing; and creativity and innovation in communications and collaboration.



CLIENT NAME

Los Angeles County Public Works (LACPW)
900 S. Fremont Avenue
Alhambra, CA 91803

REFERENCE

Loydi Nguyen
Administrative Services Manager
(626) 458-2180
Inguyen@dwp.lacounty.gov

STATUS

01/2015 - In Progress

PROJECT EXPERIENCE

LACPW ROAD/FLOOD ON-CALL

LOS ANGELES COUNTY, CA | [KOA](#)

KOA has been retained by the LACPW for the last 5 years to provide as-needed engineering design and support services for the Road and Flood Control Construction Programs on various federal and non-federal funded projects located throughout the County of Los Angeles. The project task orders vary in scope, size, location, and technical expertise. KOA's Contract Manager is the primary point of contact and distributes task orders to Task Order Managers based on the scope and experience required to produce quality deliverables/services. This on-call includes various transportation related improvements, including roadway, roundabout, pavement rehabilitation, signing & striping, traffic signal, street lighting, and traffic control design, as well as various traffic studies, feasibility studies, grant assistance, and project design concept reports.

CLIENT NAME

City of Carson
701 E. Carson Street
Carson, CA 90745

REFERENCE

Gilbert Marquez, PE
Senior Civil Engineer
(310) 952-1700
gmarquez@carson.ca.us

STATUS

04/2019 - In Progress

CITY OF CARSON ON-CALL FOR PROFESSIONAL ENGINEERING SERVICES

CARSON, CA | [KOA](#)

KOA is on the current on-call bench for the City of Carson to provide the City with various on-call professional engineering services that may include, but is not limited to developing projects, general municipal engineering and studies, project management, plan review, specifications, and estimate and recommendations for public/private construction projects, coordination with other agencies and utility companies, presentations to the public, City Commissions, and City Council, developing construction documents and plans for capital projects and provide engineering services and support per City's requests. Under this on-call, we have provided the City with professional engineering services on the following task orders:

- Albertoni Street Bike Lane Design
- Central Avenue and Dimondale Drive Traffic Signal Design
- Victoria Street Bike Lane Design
- Sepulveda Boulevard Bike Lane Design
- I-110 Freeway Arterial Improvement Project (in progress)
- Staff Augmentation Services-HSIP Bike Lane Re-Design, Median Modifications, and Bike Master Plan Update

PROJECT EXPERIENCE

CITY OF SOUTH GATE AS-NEEDED PROFESSIONAL ENGINEERING SERVICES

SOUTH GATE, CA | [KOA](#)

KOA is currently providing the City of South Gate with a full-range of professional engineering services in design engineering and architecture, construction management, inspection, geotechnical, staff augmentation, surveying, special funding administration, grant writing, plan check, right-of-way acquisition, assessment district engineering, civil and traffic engineering, and transportation services.

CLIENT NAME

City of South Gate
8650 California Avenue
South Gate, CA 90280

REFERENCE

Jose Loera
Associate Engineer
(323) 563-9578
jloera@sogate.org

STATUS

01/2015 - In Progress

CLIENT NAME

City of Culver City
9770 Culver Boulevard
Culver City, CA 90232

REFERENCE

Hong Wang
Senior Civil Engineer
(310) 253-5604
hong.wang@culvercity.org

STATUS

07/2019 - 05/2022

CITY OF CULVER CITY GENERAL PUBLIC WORKS ON-CALL ENGINEERING SERVICES

CULVER CITY, CA | [KOA](#)

KOA is providing civil engineering, traffic engineering, and construction management and inspection services. Our assignments have included traffic engineering, curb extension design, street improvements, pavement rehabilitation, parking analysis, traffic signal timing, traffic signal design, signing and striping design, traffic calming, bike and pedestrian facility design, traffic studies, transportation planning and construction management.

CLIENT NAME

City of Pasadena
100 N. Garfield Avenue
Pasadena, CA 91101

REFERENCE

Brent Maue
Assistant City Engineer
(626) 744-7311 ext. 4307
bmaue@cityofpasadena.net

STATUS

6/11/2020 - In Progress

CITY OF PASADENA ON-CALL CIVIL ENGINEERING DESIGN SERVICES

PASADENA, CA | [KOA](#)

KOA is providing the City of Pasadena with on-call civil engineering professional services. Our services can include geotechnical engineering, topographic survey, green streets design, ADA assessments, pipe capacity upgrades and condition repair, and complete streets design. KOA is currently working on a roundabout design at the intersection of Mountain Street and Sinaloa Avenue.

PROJECT EXPERIENCE

CITY OF EL MONTE ON-CALL GENERAL CIVIL ENGINEERING

EL MONTE, CA | KOA

KOA is providing the City of El Monte with on-call civil and traffic engineering services. Our scope of work includes, but is not limited to:

- Preparation of feasibility studies, conceptual designs, preliminary design reports, and special studies;
- Preparation of public outreach material and digital media;
- Prepare and present community outreach meeting;
- Preparation of project design, specifications, and engineer's cost estimates;
- Construction support services; and
- Environmental documentation preparation.

CLIENT NAME

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

REFERENCE

Lee Torres, PE
City Engineer
(626) 580-2055
ltorres@elmonteca.gov

STATUS

07/2020 - In Progress

CLIENT NAME

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

REFERENCE

Lee Torres, PE
City Engineer
(626) 580-2055
ltorres@elmonteca.gov

STATUS

07/2020 - In Progress

CITY OF EL MONTE ON-CALL TRAFFIC ENGINEERING SERVICES

EL MONTE, CA | KOA

KOA is providing the City of El Monte with on-call civil and traffic engineering services. Our scope of work includes, but is not limited to:

- Conduct/review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analysis;
- Provide comprehensive analyses of existing and projected traffic conditions; roadway analysis and design, intersection design, speed humps, and traffic data collection services;
- Preparation of signing and striping plans, traffic signal modification plans, traffic control plans, and traffic calming plans;
- Preparation of engineering studies in response to resident and business request;
- Review of traffic signal timing plans and collision data for intersections and recommended adjustments;
- Address school-related traffic concerns;
- Investigate traffic issues including site observations, collision analysis, and recommendations;
- Review new development projects involving traffic impact analyses;
- Review traffic control plans related to CIP's; and
- Attend City Council, Traffic Safety Committee, and other City meetings as required.

CLIENT NAME

City of Culver City
9770 Culver Boulevard
Culver City, CA 90232

STATUS

08/2020 - In Progress

CLIENT NAME

City of Claremont
207 Harvard Avenue
Claremont, CA 91711

STATUS

06/2016 - 02/2021

CLIENT NAME

City of Downey
11111 Brookshire Avenue
Downey, CA 90241

STATUS

08/2020 - 09/2021

PROJECT EXPERIENCE

CITY OF CULVER CITY 2020 PAVEMENT REHABILITATION PROJECT

CULVER CITY, CA | [KOA](#)

KOA provided civil and traffic engineering services for the 2020 Pavement Rehabilitation Project in the City of Culver City. KOA prepared pavement rehabilitation plans along 11 corridors, restoration striping plans along 10 corridors, traffic signal modifications at 7 locations, worksite traffic control plans, Caltrans Encroachment Permit application and coordination, and preparing cost estimates.

CITY OF CLAREMONT FOOTHILL BOULEVARD

CLAREMONT, CA | [KOA](#)

KOA assisted the City to prepare PS&E to implement the Foothill Boulevard Master Plan. The initial phases of the project included a comprehensive traffic impact study, geotechnical investigation (including percolation test), and hydrology study. The design team utilized the preliminary data to develop three concept plans including protected intersections, Class IV bikeway integration, bio-retention/infiltration, and drought tolerant landscape. The preferred alternative included roadway improvements, bio-retention planters, 21 drywells, 900-feet of new storm drains, Class II & IV bicycle lanes, intersection bulb-outs, median and parkway landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA led the team of consultants throughout the design, bid, and construction phases. In addition, KOA provided construction management and inspection service.

LACPW ROWLAND HEIGHTS SALEROSO DRIVE ET AL PAVEMENT IMPROVEMENT PROJECT

ROWLAND HEIGHTS, CA | [KOA](#)

KOA provided civil and traffic engineering services for the roadway rehabilitation project in the Rowland Heights community. The project included 3 miles of pavement reconstruction, design of 72 curb ramps, speed cushions, signing & striping, traffic loop restoration, traffic control design, topographic survey, utility notifications, and the preparation of quantity estimates. Engineering services included surveying and preparing improvement plans, and cost estimates. This project included the use of cement-stabilized pulverized base, recycled the existing asphalt pavement for use as a base coarse, and utilized rubberized asphalt for a finish coarse. The project was funded through SB1.



CLIENT NAME

City of Santa Monica
1685 Main Street
Santa Monica, CA 90401

STATUS

07/2019 - In Progress

CLIENT NAME

City of Downey
11111 Brookshire Avenue
Downey, CA 90241

STATUS

07/2019 - In Progress

CLIENT NAME

City of Carson
701 E. Carson Street
Carson, CA 90745

STATUS

05/2020 - 12/2021

PROJECT EXPERIENCE

CITY OF SANTA MONICA PICO BOULEVARD PEDESTRIAN SAFETY IMPROVEMENT PROJECT

SANTA MONICA, CA | [KOA](#)

KOA has been retained by the LACPW for the last 5 years to provide as-needed engineering design and support services for the Road and Flood Control Construction Programs on various federal and non-federal funded projects located throughout the County of Los Angeles. The project task orders vary in scope, size, location, and technical expertise. KOA's Contract Manager is the primary point of contact and distributes task orders to Task Order Managers based on the scope and experience required to produce quality deliverables/services. This on-call includes various transportation related improvements, including roadway, roundabout, pavement rehabilitation, signing & striping, traffic signal, street lighting, and traffic control design, as well as various traffic studies, feasibility studies, grant assistance, and project design concept reports.

DOWNEY BIKE MASTER PLAN PHASE 1

DOWNEY, CA | [KOA](#)

KOA provided engineering services for the City of Downey for the Bike Master Plan Phase 1 Downtown/Transit Class II Implementation Project. KOA prepared a feasibility study to assess the effects of installing Class II bike lanes through road diets on traffic operations. KOA prepared slurry seal plans and signing and striping plans for 11 project corridors and 13.3 miles of roadway, specifications, and cost estimates.

CITY OF CARSON BIKE LANES PS&E

CARSON, CA | [KOA](#)

KOA provided the City with professional traffic engineering services to design bike lanes along nine corridors within the City. These services consisted of two separate projects performed in tandem. KOA's work included the preparation of plans, specifications, and estimates (PS&E) for Class II bike lanes and Class IV bikeway improvements. In total, KOA designed approximately 32 miles of new bike facilities. KOA also performed traffic analyses for some corridor segments to determine the impacts of proposed road diets at select signalized intersections. Each project was federally funded through the Highway Safety Improvement Program (HSIP) for both design and construction.

The first project corridors included Figueroa Street, Main Street, Victoria Street, and Carson Street, consisting of nearly 17 miles of project roadway. A traffic analysis was conducted for segments of Figueroa Street and Carson Street. The second project corridors included University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, consisting of more than 15 miles of project roadway. A traffic analysis was conducted for segments of Avalon Boulevard and Central Avenue.



CLIENT NAME

Los Angeles Department of Transportation (LADOT)
100 S. Main Street,
10th Floor
Los Angeles, CA 90012

STATUS

02/2017 - 6/2020

CLIENT NAME

Los Angeles Department of Transportation (LADOT)
100 S. Main Street,
10th Floor
Los Angeles, CA 90012

STATUS

02/2017 - 03/2022

CLIENT NAME

City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012

STATUS

01/2015 - In Progress

PROJECT EXPERIENCE

LADOT SAFE ROUTES TO SCHOOL (SRTS) ESPERANZA ELEMENTARY SCHOOL PS&E

LOS ANGELES COUNTY, CA | [KOA](#)

KOA provided engineering services for the City of Los Angeles Department of Transportation (LADOT) Safe Routes To School (SRTS) Project. The engineering services included preparation of plans and quantity estimates for the design of CRLA funded improvements at Esperanza Elementary School. KOA worked with LADOT and Streets LA Design Build section to design several improvements along Little Street between Wilshire Boulevard and 7th Street, and at the intersections of Little Street/Wilshire Boulevard and 7th Street/Beacon Avenue. Improvements included a two-way to one-way street conversion, safety valet, median improvements, new traffic signal, rectangular rapid flashing beacons, curb ramps, and temporary curb extensions.

LADOT SAFE ROUTES TO SCHOOL (SRTS) CHARLES WHITE ELEMENTARY SCHOOL PS&E

LOS ANGELES COUNTY, CA | [KOA](#)

KOA provided engineering services for the City of Los Angeles Department of Transportation (LADOT) Safe Routes To School (SRTS) Project. The engineering services included preparation of plans and quantity estimates for the design of CRLA funded improvements at Charles White Elementary School. Improvements included the City's first raised crosswalk, as well as curb ramps, curb extensions, and signing and striping along Carondelet Street between 6th Street and Wilshire Boulevard.

CITY OF LOS ANGELES LA RIVER GREENWAY SEGMENTS 1 & 2 IMPLEMENTATION

LOS ANGELES COUNTY, CA | [KOA](#)

KOA is providing design services for Phase 2 of the LA River Bikeway & Greenway Design Completion Project. This phase includes Schematic Design, Design Development, Construction Documents, Bid & Award, Construction Administration, and Post Construction for Segment 1 - Vanalden Avenue to White Oak Avenue, and Segment 2- White Oak Avenue to Balboa Boulevard. KOA is providing transportation and electrical design services, which include bikeway lighting, street improvements, on-street signing/striping, and support supplemental analysis for Envision certification. KOA is also providing civil and traffic engineering services to provide various first/last mile improvements in conjunction with ATP Cycle 4 grant funds. These improvements include four new traffic circles, Class I, III, and IV bike facilities, ADA compliant curb ramps, and intersection modifications.



CLIENT NAME

Harris & Associates
22 Executive Park,
Suite 200
Irvine, CA 92614

REFERENCE

Elizabeth Reyes, PE, PMP,
QSD
Project Manager
(949) 655-3900 x2382
elizabeth.reyes@
weareharris.com

STATUS

07/2012 - 01/2018

CLIENT NAME

City of Rancho Palos Verdes
30940 Hawthorne
Boulevard
Rancho Palos Verdes,
CA 90275

REFERENCE

Ron Dragoo, PE
Principal Engineer
(310) 544-5250
rond@rpvca.gov

STATUS

02/2010 - 04/2018

CLIENT NAME

City of Oceanside
300 N. Coast Highway
Oceanside, CA 92054

REFERENCE

City of Oceanside
Darra Woods
Assistant Engineer
(760) 435-5094
dlwoods@ci.oceanside.
ca.us

STATUS

11/2017 - 07/2018

PROJECT EXPERIENCE

CITY OF YORBA LINDA TOWN CENTER REDEVELOPMENT PROJECT

YORBA LINDA, CA | *Subconsultant - KDM*

The City of Yorba Linda planned to redevelop a 5-block region, originally subdivided in 1912, into a new commercial Town Center. To aid that goal, KDM was hired to perform several survey services including: Topographic base-mapping, right of way exhibit, ALTA Survey, Record of Survey, Legal Descriptions & Plats, Manhole Dipping. An accurate, detailed, topographic base map was required for the civil and structural design of the Town Center. Mapping was achieved by utilizing a combination of aerial photogrammetric mapping, conventional ground cross sections, and the locating of subsurface utility engineering (SUE) markings. Centerlines and public rights-of-way were established and integrated into the base-mapping. Storm drain and sewer inverts at manhole structures (manhole dipping) were measured to avoid utility conflicts in design.

CITY OF RANCHO PALOS VERDES CITY HALL MASTER PLAN IMPROVEMENTS

RANCHO PALOS VERDES, CA | *Subconsultant - KDM*

The City of Rancho Palos Verdes contracted KDM Meridian to perform various mapping and boundary services related master plan improvements of the parcels of land that the City Hall occupies for the purposes of development of a performing arts center, new city hall, various other civic uses, and dedication of conservation easements. KDM Meridian performed extensive research of local and federal records related to this unique set of parcels. Information and mapping for record centerline, right-of-way, and boundary information was obtained by KDM Meridian from the Los Angeles County Surveyor's office including record subdivision maps, records of survey, corner records, and special surveys performed by the County Surveyor along with documents from federal sources.

CITY OF OCEANSIDE CITYWIDE RAMP & SIDEWALK IMPROVEMENTS PROJECT

OCEANSIDE, CA | *Subconsultant - KDM*

The City of Oceanside wanted to install new ramps and sidewalks and repair existing ramps at various locations throughout the City. KDM was retained to provide surveying services for three locations. We performed research, located centerline and property monuments, and established project control to be used through the construction phase of the projects. Field crews also performed topographic surveys to facilitate design of new improvements. They set new centerline ties outside of the proposed improvements and performed construction staking. Monuments lost or damaged during construction were reset. Pre- and post-construction corner record were prepared and filed with the County Surveyor. Title reports were obtained and reviewed as part of the establishment and verification of existing R/W lines.

PROJECT EXPERIENCE

CLIENT NAME

City of Long Beach -
Public Works
411 W. Ocean Boulevard
Long Beach, CA 90802

REFERENCE

Onofre Ramirez, PE
Senior Civil Engineer
(562) 570-6183
onofre.ramirez@longbeach.
gov

STATUS

2018 - 2019

CLIENT NAME

City of Fullerton
303 W. Commonwealth
Avenue,
Fullerton, CA 92832

REFERENCE

David Grantham
Senior Civil Engineer
(714) 738-6853
dgrantham@cityoffullerton.
com

STATUS

2021 - 2021

CLIENT NAME

City of Huntington Beach
Department of Public
Works
2000 Main Street
Huntington Beach, CA

REFERENCE

Joe Fuentes
Senior Civil Engineer
(714) 536-5259
jfuentes@surfcity-hb.org

STATUS

2017 - 2021

CITY OF LONG BEACH DEL AMO BOULEVARD CIR DESIGN AND CONSTRUCTION

LONG BEACH, CA | *Subconsultant - Twining*

The project scope included Cold In-Place Recycling (CIR) mix design, coring, and construction material testing and inspection of Del Amo Boulevard in the City of Long Beach, between the West City Limit and Long Beach Boulevard, constituting two lane miles. The discovery of pavement fabric presented a challenge as this would typically eliminate the ability to use CIR and other rehabilitation options. Twining's skilled engineers came up with a plan to design the road in a manner that extracted the pavement fabric, allowing the use of CIR. Twining's scope of work also included material testing and inspection during the construction phase. Twining renewed our contract to work on Del Amo Boulevard with the City of Long Beach in 2018.

CITY OF FULLERTON BROOKHURST STREET IMPROVEMENT CIR CONSTRUCTION

FULLERTON, CA | *Subconsultant - Twining*

Twining provided construction inspection and material testing for the City's Brookhurst Street Improvement project. The project mainly consisted of localized complete depth removal and pavement replacements, cold in-place recycled asphalt, and hot mix asphalt overlay. Our team provided project support, including submittal review and pre-construction meetings, soil inspection and testing, asphalt concrete construction inspection and testing, project management services, and final quality assurance documentation.

CITY OF HUNTINGTON BEACH ARTERIAL ROAD REHABILITATION PROJECTS

HUNTINGTON BEACH, CA | *Subconsultant - Twining*

The City of Huntington Beach regularly rehabilitates segments of asphalt paved roads throughout its jurisdiction. As requested, Twining's team provided geotechnical soil testing and pavement design services and performed construction material testing and inspection quality assurance on these projects. Our firm's services included providing project support, submittal review, and attendance at pre-construction meetings; soils and asphalt inspection testing; project management services; and final quality assurance documentation.

CLIENT NAME

Gannett Fleming
601 S. Figueroa Street,
Suite 3800
Los Angeles, CA 90017

REFERENCE

Derya Thompson
Director
(213) 317-0084
dthompson@gfnet.com

STATUS

05/2020 - In Progress

CLIENT NAME

City of Fontana
8353 Sierra Avenue
Fontana CA 92335

REFERENCE

Rina Leung
Associate Planner
(909) 350-6566
rleung@fontana.org

STATUS

01/2018 - 02/2019

CLIENT NAME

TY LIN International
3633 E. Inland Empire
Boulevard,
Suite 900
Ontario, CA 91764

REFERENCE

Rodrigo Gonzalez, PE
Branch Manager
(909) 912-6903
rodrigo.gonzalez@tylin.com

STATUS

09/2020 - In Progress

PROJECT EXPERIENCE

CITY OF BELL GAGE AVENUE BRIDGE OVER THE LOS ANGELES RIVER CHANNEL

BELL, CA | *Subconsultant - UltraSystems*

The City has contracted Gannett Fleming to provide engineering design services for the proposed project, which consists of widening the existing traffic lanes, shoulders and sidewalk to standard width along the Gage Avenue bridge. Gannett contracted UltraSystems to prepare an IS/MND to comply with the California Environmental Quality Act (CEQA). UltraSystems conducted the Air Quality/Greenhouse Gas Emissions Assessment, a Biological Resources Assessment, a Cultural Resources Study, a Noise Impact Assessment, and a Traffic/Circulation Impact Study. Additionally, a Preliminary Environmental Study (PES) would be prepared, as prescribed by Caltrans Local Assistance Program Guidelines (LAPG) to comply with the National Environmental Policy Act (NEPA).

CITY OF FONTANA TRAILER STORAGE PROJECT - MULBERRY

FONTANA, CA | *Subconsultant - UltraSystems*

UltraSystems prepared an Addendum to the certified Southwest Industrial Park Specific Plan Program Environmental Impact Report for the project. The project proposes to develop and operate a registered vehicle storage yard and appurtenant facilities on approximately 4.59-acres located in the northwest corner of the Calabash Avenue and Santa Ana Avenue intersection. Ms. Gupta assisted with the preparation and environmental analysis of potential project impacts.

CITY OF FONTANA ENVIRONMENTAL & DESIGN SERVICES FOR FOOTHILL BLVD. – HEMLOCK AVE. TO ALMERIA AVE. STREET IMPROVEMENTS (MALAGA BRIDGE)

FONTANA, CA | *Subconsultant - UltraSystems*

UltraSystems as subconsultant to TY LIN is providing the environmental review services for the proposed project. UltraSystems' scope of services includes preparation of an IS/MND to comply with CEQA. Additionally, UltraSystems' is also preparing a Preliminary Environmental Study (PES) and Categorical Exclusion (CE) in compliance with NEPA and Caltrans requirements. As part of the IS/MND, UltraSystems is conducting technical assessments for Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, and Noise. UltraSystems is also providing support for public noticing, public distribution and public hearings for the project. The primary concern for the proposed project is determining if the project would impact the integrity of the historic Malaga Bridge. UltraSystems is working with the City and the project engineering team to evaluate impacts associated with relocation of the historic bridge to a suitable location near the existing bridge.

PROJECT EXPERIENCE

CLIENT NAME

City of Culver City
City Hall
9770 Culver Boulevard
Culver City, CA 90232

REFERENCE

Mate Gaspar
Engineering Services
Manager
(310) 253-5602
mate.gaspar@culvercity.org

STATUS

2018 - In Progress

CLIENT NAME

City of Anaheim
200 S. Anaheim Boulevard
Anaheim, CA 92805

REFERENCE

Kevin Mialko
Associate Engineer
(714) 765-6977
kmiako@anaheim.net

STATUS

2017 - 2019

CLIENT NAME

West Orange County Water
Board/City of Huntington
Beach
Public Works Department
2000 Main Street
Huntington Beach, CA

REFERENCE

Andrew Ferrigno
Principal Civil Engineer
(714) 536-5291
aferrigno@surfcity-hb.org

STATUS

2017 - 2017

CITY OF CULVER CITY P-946 DIVERSION TRUNK SEWERS

CULVER CITY, CA | *Subconsultant - GHD*

Multiple design technologies were needed to install 11,500 LF of diversion sewer pipe, including standard cut and cover construction methods, horizontal auger boring, and microtunneling. GHD designed a diversion pipe to range between 8-inch and 15-inch to eliminate four of the City's sewer pump stations. GHD analyzed various options and documented them in a Tunneling Technical Memorandum. The best option is microtunneling—remotely-controlled, guided, pipe-jacking with continuous support to the excavation face by applying mechanical or fluid pressure to balance groundwater and earth pressures. Additional tasks included a detailed alternative alignments analysis, permitting with Caltrans and LABOE, and CEQA exemption. Project costs were monitored regularly by task to maintain overall project budget. GHD adhered to all quality standards and requirements and the project was completed on schedule.

CITY OF ANAHEIM TITLE

ANAHEIM, CA | *Subconsultant - GHD*

GHD teamed with Penco Engineering for the Modjeska Park Underground Stormwater Detention and Infiltration System, a regional stormwater infiltration project for the City of Anaheim. The project diverted stormwater runoff from an existing 48" storm drain line beneath a street adjacent to Modjeska Park and conveyed it to a 6.5 ac. ft. precast concrete subgrade infiltration gallery constructed beneath the park. GHD's role on the project covered all aspects of the evaluation and design of the diversion, treatment and capture components. This included an evaluation of a variety of infiltration gallery alternatives through a comprehensive, multiple-criteria decision analysis. The results of this analysis were included as part of GHD's Preliminary Design Report to the City and were used as the basis of design of the system. GHD was also responsible for the hydrologic and hydraulic analysis of the system components and design of the diversion, treatment and capture BMPs.

CITY OF WESTMINSTER WEST ORANGE COUNTY FEEDER RELOCATION

WESTMINSTER, CA | *Subconsultant - GHD*

The widening of Westminster Boulevard and Interstate 405 by OCTA/Caltrans posed a potential conflict with Feeder No. 2, a 33-inch water transmission main. The West Orange County Water Board needed a custom-fit package of solutions to relocate the transmission main, and GHD filled that role on-time and on budget. GHD designed the new 30-inch CML&TC steel transmission main across the Caltrans Interstate 405 freeway via microtunnel in a 42-inch steel casing approximately 350 linear feet at a depth of over 16 feet. Settlement monitoring along the freeway was achieved using a reflectorless method with automatic total stations to monitor for settlement. The entire alignment is approximately 2,400 linear feet and located along a residential street and a busy freeway off-ramp.



CLIENT NAME

Los Angeles County Public Works (LACPW)
900 S. Fremont Avenue
Alhambra, CA 91803

REFERENCE

Cung Nguyen
Senior Civil Engineer
(626) 458-4341
cnguyen@dpw.lacounty.gov

STATUS

07/2019 - In Progress

CLIENT NAME

Los Angeles County Public Works (LACPW)
900 S. Fremont Avenue
Alhambra, CA 91803

REFERENCE

Joseph Venzon
Project Manager
(626) 300-2630
jvenzon@dpw.lacounty.gov

STATUS

11/2019 - In Progress

CLIENT NAME

City of Claremont
207 Harvard Avenue
Claremont, CA 91711

REFERENCE

Vince Ramos
Associate Engineer
(909) 399-5395
vramos@ci.claremont.ca.us

STATUS

06/2016 - 01/2017

2020 American Public Works Association (APWA) Best Award for Stormwater Quality

PROJECT EXPERIENCE

LOS ANGELES COUNTY PUBLIC WORKS TRANCAS CHANNEL IMPROVEMENTS AND RESTORATION STUDY

MALIBU, CA | *Subconsultant - CWE*

CWE is currently providing services to prepare a Conceptual Alternatives Report with the goals of improving debris control and flood protection while enhancing fish passage, stream restoration, and habitat improvement in the canyon. The project involves a characterization of the physical and geomorphic features of the Channel in alternating concrete-lined and natural soft-bottomed channel sections. Channel history and stability were investigated to determine natural bank-full channel dimensions, floodplain elevations, and indications of sediment transport, scour, and deposition dynamics. An XP-SWMM model of the watershed hydrology is being developed to analyze a range of design storms flood flow rates.

LACPW ARROYO SECO CHANNEL AND COMPTON CREEK LOAD REDUCTION STRATEGY

LOS ANGELES, CA | *Subconsultant - CWE*

CWE is working with LACPW to create Project Concept Reports (PCRs) and concept plans for two proposed bacteria load reduction projects. The projects will reduce the bacteria load and will reconfigure existing storm drains to divert dry-weather runoff into a pretreatment system and then into a series of drywells, where bacteria will be removed from the runoff through natural biochemical adsorption processes. Project tasks include utility coordination, geotechnical evaluation, Geographic Information System (GIS) research, topographic survey, permits and easement evaluation, hydrology and water quality quantification, Envision™ scoring evaluation, O&M procedures, preliminary cost estimation, draft and final PCRs, and project management and team meetings.

CITY OF CLAREMONT FOOTHILL BOULEVARD MASTER PLAN IMPLEMENTATION

CLAREMONT, CA | *KOA & Subconsultant - CWE*

CWE designed storm drains, bioswales, and water quality systems and structures over a 2.5-mile stretch of roadway as part of the Foothill Boulevard Master Plan. These improvements included approximately 1,000 feet of new storm drain, minor roadway and intersection improvements, pedestrian improvements, restriping, infill sidewalks, minor lighting improvements, bicycle lanes and protected bicycle lanes, turf removal and drought-tolerant landscaping installation in medians and some parkway areas, bioswales, and stormwater percolation devices. Tasks included: developing project plans for bioswales and storm drains, performing a hydrologic and hydraulic study, preparing Stormwater Pollution Prevention Plan (SWPPP) and stormwater permit/planning documents, developing a construction and maintenance budget and project specifications for drainage features, preparing Plans, Specifications, and Estimates (PS&Es), responding to Requests for Information (RFIs) related to design, conducting field visits, preparing as-built drawings, and making plan revisions.

SECTION III | QUALITY & EXPERIENCE
CITY OF MONTEBELLO | RFP NO.22-8 FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

CLIENT NAME

Caltrans
100 S. Main Street
Los Angeles, CA 90012

REFERENCE

Richard Hartzell, PE
Office of Special Funded
Projects
(916) 227-8772
richard.hartzell@dot.ca.gov

STATUS

04/2018 - In Progress

CLIENT NAME

Riverside County
Transportation Department
4080 Lemon Street
Riverside, CA 92501

REFERENCE

Cathy Wampler, PE
Engineering Project
Manager
(951) 955-6803
cwampler@rivco.org

STATUS

2015 - 2020

CLIENT NAME

Orange County Public
Works Department
601 N. Ross Street
Santa Ana, CA 92701

REFERENCE

Co Phung, PE
Project Development
(714) 245-4594
co.phung@ocpw.ocgov.com

STATUS

2019 - In Progress

PROJECT EXPERIENCE

CALTRANS DISTRICT 7 MULTI-PHASE PROJECT SPECIFIC SERVICES

CALTRANS DISTRICT 7, CA | *Subconsultant - NCM*

Under this contract two task orders were issued encompassing PAED and PS&E for a Barrier Replacement and Associated Improvements at 1) Fifth and Sixth Street Overcrossings at SR-110 and 2) Arroyo Seco Bridge Carrying SR-134. As prime NCM successfully delivered PAED phases of these task orders on time and significantly under the negotiated budget. Based on this outstanding performance, NCM Team was awarded PS&E Phase for both of these projects. The project has implemented several state-of-the art design criteria that are yet to be published by Caltrans.

RCTD ENGINEERING AND ENVIRONMENTAL ON-CALL SERVICES CONTRACT

RIVERSIDE COUNTY, CA | *Subconsultant - NCM*

County of Riverside selected NCM as one of the 4 firms for providing on-call environmental and engineering services Capital Improvement Program's (CIP) FHWA funded projects whose value is \$0.5M per year for 3 years which later got extended by another 2 years because of outstanding work of NCM. Furthermore, based on the ranking on this on-call County selected NCM to provide engineering and environmental services for 2 Segments of Temescal Canyon Road project which NCM Team completed in a record time of less than 12 months to meet the funding sunset deadlines. Project work under this contract were/will be delivered through project specific task orders. Tasks consisted/consists of wide variety of project types ranging from preliminary engineering to PS&E to County Standard Plan and Specification Revisions. Thus far out of 15 Task Orders 13 have been successfully delivered and two are still on-going.

OCPW ORANGE COUNTY PUBLIC WORKS QUALIFIED VENDOR LIST

ORANGE COUNTY, CA | *Subconsultant - NCM*

County of Orange selected NCM for the Qualified Vendor List (QVL) in which A-E consultants are selected for various County services. Tasks may include review/support and development and PS&E for road/bridge/traffic projects. Orange County Public Works (OCPW) has assigned NCM 12 task orders to date. NCM has completed 12 task orders under this project. Below is a list of 2 representative task orders executed under this contract:

- Santa Ana River Bridge Improvements (Phase II)
- Bridge Preventive Maintenance Program PS&E

CLIENT NAME

City of Chino
13220 Central Avenue
Chino, CA 91710

STATUS

2020 - In Progress

CLIENT NAME

Metro
One Gateway Plaza
Los Angeles, CA 90012

REFERENCE

Paul Whang, AIA, LEED AP
BD+C
Senior Director
(213) 922-4705
WhangP@metro.net

STATUS

2015 - In Progress

CLIENT NAME

City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012

REFERENCE

Nur Malhis, MS, PE
Project Manager, Civil
(213) 485-4737
nur.malhis@lacity.org

STATUS

Completed 2017 (Concept)
(Additional Services
through 2018 to 2022 for
coordination and additional
concepts)

PROJECT EXPERIENCE

CITY OF CHINO CIVIC CENTER MASTER PLAN

CHINO, CA | *Subconsultant - Gruen*

In 2020, the Chino City Council identified the need to update various facilities at the Chino Civic Center due to the age and condition of the buildings as well as existing and projected operational and functional needs. Gruen Associates is currently leading a team to develop a comprehensive Civic Center Master Plan that will include a clear vision, action plan, timeline, and financial strategy for the Civic Center's future development. The project goal is to design a signature Civic Center that meets the administrative and operational needs for municipal services, addresses community needs, reflects Chino's unique history and character, and reinvigorates the business and residential areas in the surrounding area.

LA METRO AIRPORT METRO CONNECTOR STATION

LOS ANGELES, CA | *Subconsultant - Gruen*

Gruen Associates is the Prime Consultant working with Grimshaw and closely with Metro staff; we are leading a 19-firm team to design a multi-modal transportation facility near LAX. The Airport Metro Connector Station located at 96th Street must offer a convenient way to link to the airport while connecting to the larger regional transportation network. As a key transit connection, the Airport Metro Connector Station will facilitate the transfer of two light rail lines, multiple local and regional bus routes, shuttles, automobiles, bicycles and pedestrians to LAWA's future Airport People Mover (APM) and Consolidated Rent-A-Car Facility (CONRAC). Safety, cleanliness, and long-term maintenance needs are essential to the design and sustainable landscaping is essential to the success of this transit project planned to meet LEED Gold level.

CITY OF LOS ANGELES RIVERWAYS, GREENWAYS & PARKLETS PROJECT

LOS ANGELES, CA | *Subconsultant - Gruen*

Gruen Associates is the lead Landscape Architect and prime consultant on the Los Angeles Riverways project that envisions a greenway and bikeway. A main feature of the project is to incorporate pocket park / gathering spaces at select street ends to help create areas for respite as one traverses the Los Angeles River corridor on bike or on foot. Each street end "Parklet" will also help capture stormwater from surrounding streets to clean and filter in bioswale planters before being directed into the Los Angeles River. Bike fix-it stations and pedestrian amenities will ensure that these parklets remain activated throughout the day. Interpretive signage and interactive art elements will engage the public in the narrative of the Los Angeles River and the journey of the stormwater that falls into its expansive watershed.



CLIENT NAME

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

STATUS

2018 - 2021

CLIENT NAME

City of Bell Gardens
8327 Garfield Avenue
Bell Gardens, CA 90201

REFERENCE

Veronica Sanchez
Secretary
(562) 806-7770
vsanchez@bellgardens.org

STATUS

2015 - 2021

CLIENT NAME

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

REFERENCE

Lorry Hempe
Public Works Special
Projects Manager
(310) 603-0220
lhemp@lynwood.ca.us

STATUS

2017 - 2021

PROJECT EXPERIENCE

CITY OF MONTEBELLO MONTEBELLO BLVD BIKE LANE AND SIDEWALK IMPROVEMENTS

MONTEBELLO, CA | *Subconsultant - Avant-Garde*

An ATP funded project consisting of installation of Class II bike lanes, sidewalk, ADA compliant access ramps, pedestrian lighting, traffic signal improvements, signage, striping and markings, and bus shelters. Avant-Garde provided funding administration services including: existing records review and project initiation with the City; processing allocation requests with the CTC and/or Caltrans for environmental clearance and construction; preparing the Caltrans submittal for award; submitting quarterly reporting via CalSmart; and preparing reimbursement submittals and the Final Report of Expenditures.

CITY OF BELL GARDENS CITYWIDE SAFETY ENHANCEMENTS

BELL GARDENS, CA | *Subconsultant - Avant-Garde*

An ATP funded project consisting of installation of pedestrian countdown signal heads, ADA compliant access ramps, bicycle route signage and shared lane markings and bike video detection. Avant-Garde provided funding administration services including: existing records review and project initiation with the City; processing allocation requests with the CTC and/or Caltrans for environmental clearance and construction; preparing the Caltrans submittal for award; submitting quarterly reporting via CalSmart; and preparing reimbursement submittals and the Final Report of Expenditures.

CITY OF LYNWOOD COMMUNITY LINKAGES TO CIVIC CENTER AND LONG BEACH BOULEVARD METRO STATION

LYNWOOD, CA | *Subconsultant - Avant-Garde*

This is an ATP project consisting of pedestrian safety improvements and enhanced pedestrian crossings along key routes and at key intervals to connect residents to the Civic Center and Long Beach Blvd Metro Station, thus encouraging the use of walking and biking as primary modes of transportation. Avant-Garde is providing funding administration services including: existing records review and project initiation with the City; processing allocation requests with the CTC and/or Caltrans for environmental clearance and construction; preparing the Caltrans submittal for award; submitting quarterly reporting via CalSmart; and preparing reimbursement submittals and the Final Report of Expenditures.



CLIENT NAME

City of Los Angeles
Department of City
Planning
201 N. Figueroa Street
Los Angeles, CA 90012

REFERENCE

David Somers
Supervising Transportation
Planner, LADOT
(213) 972-5966
david.somers@lacity.org

STATUS

02/2016 – 09/2018

CLIENT NAME

City of Los Angeles
Council District 8
200 N. Spring Street,
Room 450
Los Angeles, CA 90012

REFERENCE

Roberto Perez
Economic Development
Deputy
(213) 296-4797
roberto.perez@lacity.org

STATUS

08/2017 - Present

CLIENT NAME

Los Angeles County
Metropolitan Transportation
Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012

REFERENCE

Ernesto Chaves
Director, Highway Program
(213) 922-7343
chavese@metro.net

STATUS

08/2017 -12/2018

2019 LOS ANGELES SECTION APA AWARD FOR TRANSPORTATION PLANNING

PROJECT EXPERIENCE

LA METRO GREAT STREETS PLANNING, DESIGN, AND ENGAGEMENT

LOS ANGELES COUNTY, CA | *Subconsultant - MIG*

MIG was retained by City of Los Angeles Department of City Planning to prepare a Great Streets DIY Manual and conduct an integrated planning, design, and community engagement process to transform three corridors, including Lankershim Boulevard, Cesar Chavez Avenue, and Crenshaw Avenue, under Mayor Eric Garcetti's City of Los Angeles Great Streets Initiative. Concurrently, MIG worked with a multidisciplinary internal City team to determine feasibility and design constraints for the corridors balanced with the communities' desires, resulting in a community-based vision for the corridors to increase safety for those communities. As part of the City of Los Angeles Great Streets Challenge Grant, MIG collaborated with seven different community partners to establish a community visions through a community grassroots based outreach campaign.

CITY OF LOS ANGELES BROADWAY EQUITY STREETSCAPE PROJECT

LOS ANGELES COUNTY, CA | *Subconsultant - MIG*

MIG was retained by the City to work on 'Great Streets' in different neighborhoods of Los Angeles. As part of the City of Los Angeles Great Streets Challenge Grant, MIG collaborated with eight different community partners to establish a community visions through a community grassroots based outreach campaign. MIG is supporting each of these Challenge Grant Community Partners through a unique and comprehensive outreach and design process that ultimately culminates in a pop-up/demonstration lab or built projects. The MIG Team started the design process by talking to people, including seniors and children, residents and business owners in places that are part of their daily lives and routines, such as local grocery stores, liquor stores, schools, child-care centers, and churches.

LA METRO I-710 LIVABILITY INITIATIVE COMPLETE STREETS AND ACTIVE TRANSPORTATION PLAN

LOS ANGELES COUNTY, CA | *Subconsultant - MIG*

Metro and the Gateway Cities Council of Governments (GCCOG) worked jointly with I-710 southeast corridor cities and communities located to improve street accessibility for all modes of transportation. MIG worked with Metro and GCCOG to develop a set of recommendations that focus on opportunities for enhancing livability of street corridors by balancing the needs for Complete Streets and Active Transportation. The project's key focus was on access to parks open space and recreation, inclusion of public art, connections to the Los Angeles River, improved public health through fitness and well-being, and opportunities for sustainable improvements and green infrastructure. We developed a set of alternatives that included recommendations for geometric improvements and urban design interventions, including streetscape amenities, and safety improvements.

PROJECT UNDERSTANDING

KOA Corporation understands that the City of Montebello is seeking highly qualified consultant firms to provide on-call professional engineering services various federal and non-federal funded projects located in the City. Through project task orders issued by the City, the KOA team will be providing various engineering support services for the Public Works Department including, but is not limited to:

- Project Management
- Design
- Environmental Compliance and Permitting
- Final Bid Phase and Bid Phase Support
- Construction Support Services
- State and Federally Funded Projects
- Private Development Plan Checking Services

PROJECT APPROACH

The staffing and resource level needed for the project's scope of services will depend on the type of project, the size of the project, and the schedule. In order to determine the appropriate staffing and resource levels, the KOA Program Manager will typically go through the following process:

- The KOA Program Manager will review the work order provided by the City and assign a KOA Project Manager or subcontractor, to the project.
- If there are any uncertainties or other potential work scope items not covered in the work scope, the Project Manager will discuss them with the City to make sure the project scope is complete and well-understood.
- Once the project scope is understood, the KOA Project Manager will prepare a proposal. After approval by the City (and an agreement is executed), the KOA Project Manager will schedule a kickoff meeting with the City to confirm the scope, schedule, and overall expectations.
- After the kickoff meeting, the KOA Project Manager will lead the effort in establishing a dedicated KOA design team for the project that can meet the schedule and work expectations of the City.
- Our KOA Project Manager will be responsible for overseeing the overall project delivery and delegating work tasks to our firm's design staff, so that there are adequate resources working on the project to meet the necessary timeframes for submittal.
- We will have an experienced lead project engineer assigned to the project, who is very familiar with design projects and agency requirements. Our lead project engineer will closely oversee the day-to-day design production efforts and will serve as an assistant project manager to provide an additional point-of-contact and to ensure continuity of staff assigned to the project.
- The number of staff assigned to the project will be dependent on the size of the project, as well as the project's timeline. Depending on the number of plan sheets and documents we need to prepare and depending on the submittal schedule, we can gauge how many staff members we need to assign to the project. We believe our team has the staff depth and resources available to complete any foreseeable assignment.
- Generally, when we conduct field reviews, our field crew will consist of two staff members. If the project involves multiple locations and a tight deadline, we may send more than one field crew out, in order to expedite the work effort (but we won't take shortcuts on the thoroughness and quality of our field reviews).
- When preparing design plans in the office, the number of staff assigned to the project will depend on the number of plan sheets we need to prepare and how soon we need to finish them. If the project is relatively small and the schedule is manageable, we may have 1 or 2 design staff members involved. We will assign more design staff to the project, when the project tends to be larger. We have the flexibility to assign several staff members to a project, if necessary. Regardless of how many design staff we assign to the project, the KOA Project Manager and a lead project engineer are always involved.
- In the event an assignment requires special staffing needs and the services of outside specialists, we will include them in our proposal. As the prime consultant, it is our responsibility to ensure that any firms we hire comply with the necessary work scope and expected timelines to meet the City's requirements for the project.

QUALITY/CONTROL (Q/C) AND QUALITY/ASSURANCE (Q/A)

KOA is also committed to generating quality work products and strives to producing error-free plans. We have staff experienced in civil and traffic engineering, and we are particularly strong in producing high quality improvement plans.

A key factor to project success is accountability. KOA will be accountable to the City to deliver on what is outlined in this proposal. We fully understand this principle and utilize our internal Quality Assurance and Quality Control (QA/QC) procedure to support our efforts throughout the life of each task order. Our QA/QC involves having plans go through a minimum of two stages of internal review before allowing plans to be submitted to an agency for plan review and approval. The first stage of internal review involves a peer review by an experienced design engineer. The second stage of internal review involves another round of reviews by one or more senior-level registered engineers. Each reviewer confirms that plans reflect the appropriate improvements and conform to the approving agency's design standards and plan format. The reviewers also verify that all plan check comments have been properly addressed on any plan revisions we prepare. Prior to completion of the 100% PS&E, we will perform a constructability review, which entails going out to the project site with the plans and having a detailed walkthrough of anticipated construction activities. The goal of this exercise is to view the project from the contractors perspective and identify potential construction change orders. We will then make necessary adjustments to the plans to limit any issues during construction.

For design plans, we utilize Bluebeam Revu Software for all QA/QC activities. This software allows for paperless review, simultaneous commenting, cloud based record keeping, and clean response to comments. We have found this tool to be very helpful and streamline review, response, and submittals.

This QA/QC approach has led to a high level of quality in our engineering plans, and we believe our firm has established a strong reputation with a number of agencies for producing high quality work products. A QA/QC Manager will be assigned to the project and will take the lead to ensure KOA's QA/QC process is followed and the City is receiving high quality submittals. A copy of our street design checklist and our QA/QC form are included at the end of this section.

KOA STREET DESIGN CHECKLIST

DATE COMPLETED	INITIALS	DESCRIPTION
		1. Research and Data Gathering
		a. Meet with client to review project
		b. Obtain as-built plans, maps, utility records, etc.
		c. Preliminary job-walk, photos, etc.
		d. Determine review process, including outside agencies
		e. Meet with outside agencies
		f. Research in-house files and mapping logs to obtain pertinent information from previous projects.
		2. Conduct preliminary in-house design team meeting
		a. Review project assignment
		b. Clarify responsibilities
		c. Identify potential problems
		d. Develop project approach
		3. Develop preliminary list of plans to be prepared
		4. Review design checklists for types of plans to be prepared (street, storm drain, structural, etc.)
		5. Refine project schedule from proposal
		6. Submit first utility notice
		7. Identify design constraints
		8. Request outside services:
		a. Geotech
		b. Structural
		c. Landscaping
		d. Environmental
		e. Survey
		f. Other (specify)
		9. List design assumptions
		10. Prepare preliminary design (±30%)
		a. Alignment study
		b. Preliminary layouts
		c. Preliminary cost estimate (compare with budget)
		d. Alternatives analysis
		11. QA/QC REVIEW
		12. Review per QA/QC Comments
		13. Submit to client

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KOA

DATE COMPLETED	INITIALS	DESCRIPTION
		24. Develop design parameters
		a. Stationing
		b. Cross sections
		c. Drawing scales
		d. Calculations
		e. Min longitudinal slopes
		f. Min and max cross-slopes
		g. Standard plans
		h. Specs
		25. Prepare ±90% plans and cost estimate
		26. Review with designer to identify:
		a. Issues
		b. Format
		c. Items to be added later (notes, details, etc.)
		d. Intermediate deadlines for present assignment
		27. Establish submittal and internal deadlines
		28. Review completed plans and calculations
		29. Obtain plans prepared by consultants
		30. Develop list bid items and prepare quantity estimates
		31. Prepare specifications (see flowchart for specifications)
		32. Prepare cost estimate
		33. QA/QC REVIEW
		34. Review per QA/QC comments
		35. Make revisions; evaluate impacts of revisions on rest of project
		36. Submit plans to client and outside agencies for review
		37. Submit plans to utility owners for review
		38. Make revisions following reviews
		39. Submit final plans to client and agencies for approvals

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KOA

QA/QC FORM

Client: _____

Project: _____

Submittal: _____

Project Engineer: _____

Date Checked: _____

Second Reviewer: _____

Date Checked: _____

Project Manager: _____

Date Checked: _____

Submitted to Client on _____ by _____

SAMPLE WORK PLAN FOR PS&E PROJECTS

The KOA team will provide and manage the resources necessary to accomplish the scope of services as described in the RFP. KOA's work plan for preparing plans, specifications, and estimates (PS&E) for various improvement projects will generally involve the following procedures:

1. Understanding the scope of work
 - Traffic signal examples: signal equipment upgrades, controller/cabinet replacement, add/modify signal phasing, vehicle detection improvements, highway/intersection safety lighting, pedestrian heads and push buttons, median nose cutbacks, ADA-compliant curb ramps, crosswalk modifications, etc.
 - Signing & striping examples: add lanes, reconfigure lanes, restore striping, add/remove signs, add/modify crosswalk and limit lines, install bike lanes, modify parking restrictions, etc.
 - Street improvement examples: roadway widening, curb bulb-outs, pavement reconstruction, median island improvements, sidewalks and curb ramps, curb and gutter improvements, catch basins and other roadway drainage improvements, etc.
2. Conducting research
 - Obtain as-built plans, acquire a topographic and right-of-way survey, controller cabinet inventory, County Assessor maps for right-of-way information, utility and substructure information, geotechnical/pavement engineering report, etc.
3. Conducting a thorough field review
 - Verify existing roadway features and configuration, roadway and pavement conditions, visible utilities, catch basins and drainage improvements, sidewalks, curb ramps, driveways, street trees, right-of-way constraints, potential design conflicts, existing signal equipment, pull boxes, curb ramps, vehicle detection systems, roadway striping, pavement markings, signage, etc.
4. Preparing accurate base plans
 - Base plans will depict all relevant existing or proposed street improvements, topography, traffic signal equipment and conduit, striping and pavement markings, signage, phase diagrams, centerline, north arrow, scale, street names, jurisdictional boundary lines, plan border, title block, signature block, etc.
5. Designing the appropriate improvements
 - Traffic signal improvements: Show proposed improvements, dimensions, construction notes, general notes, pole schedule, loop/detector assignments, proposed signal phase diagram and signal operation, conductor schedule and appropriate details. Design ADA-compliant curb ramps when necessary.
 - Signing & striping improvements: Show proposed pavement delineations, markings and roadside signs and the proper disposition of all affected existing pavement delineations, markings, roadside signs, roadway dimensions, lane widths, construction notes, and general notes. We will design the required transitions for the proposed pavement delineation to join with existing pavement delineations on intersection approaches and departures. Follow appropriate design guidelines (California MUTCD) for the placement of signs and lane transitions/taper rates based on the design speed.
 - Street improvements: Show proposed roadway features to be constructed, removed, or reconstructed. Show station call-outs for all proposed improvements and all appropriate dimensions. Show construction notes, general notes, and details. Show proposed centerline profile and curb line (or flow line) profiles, as appropriate. Follow appropriate design standards (SPPWC, Caltrans, etc.). Prepare roadway cross-sections, as appropriate.

SAMPLE WORK PLAN FOR PS&E PROJECTS

6. Performing a thorough quality control review process. This very important step will generally involve a design peer review, followed by a design supervisor review, and then followed by yet another review by a senior, experienced engineer. During our quality control process, we will verify the accuracy and correctness of plans, make sure the design conforms to the intended design scope, check constructability, and look out for potential utility or substructure conflicts. If necessary, we will conduct additional field reviews to verify the existing improvements and suitability/constructability of the proposed improvements.
7. Upon receiving plan check comments from the City, we will diligently review and address each and every comment made. We will try to understand the meaning and intent of each comment. If we have any questions or concerns, we will contact the City to discuss and resolve them, to ensure the plan revisions we make are done appropriately and correctly. If necessary, we will conduct additional field reviews to verify the proposed design. We will subject our plans to another round of internal quality control plan reviews before submitting the revised plans to the City. We will verify that we have addressed each and every plan check comment, either by making the appropriate plan revisions and/or making a note on the check prints.
8. If required, we can assist the City in preparing special provisions and construction cost estimates. We can prepare the necessary technical specifications for those items not covered by the SSPWC or Caltrans Specifications. We can prepare quantity estimates for each bid item and also determine appropriate unit prices based on recent bid price histories. When preparing our estimates of probable construction costs, we will adjust our estimated unit prices based on the relative quantities (higher unit prices for lower quantity items; lower unit prices for higher quantity items) and also the project location (higher unit prices for more remote locations and farther distances).
9. If needed, we will provide construction phase support services for the City. Our work plan will generally involve providing clarification to the design plans that we prepared and also preparing change order documents when necessary. We can also attend pre-bid meetings, pre-construction meetings, field meetings, etc. We will prepare bid addenda when needed, review contractor submittals, and will respond to requests for information (RFIs) upon request.

FEDERAL AND STATE FUNDED PROJECTS

For projects that are funded with State and/or Federal funds, the KOA team can provide all services to the City to take the project from beginning to end in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Our scope of work may include, but is not limited to, the following tasks:

- Project Management
- Preliminary Engineering Studies
- Surveys and Mapping
- Environmental Studies and Documentation
- Utility Coordination
- Right-of-Way Phase and Determination
- Design
- Construction Phase Authorization
- Bid Process
- Construction Support
- Grant Administration

Our team can provide the City with all funding administration services as required by the Caltrans LAPM. We have worked on several HSIP and ATP funded projects where KOA provided the Client with funding administration services to prepare and submit all required forms, exhibits, and submittal packages to Caltrans, including, but not limited to:

- Preliminary Environmental Study (PES)
- Right-of-Way Certification
- Request for Authorization to Proceed with Construction (RFA for CON/E-76) and CTC
- Preparation of DBE Goal Methodology
- Preparation of Award Submittal
- Assistance with Grant Reimbursement

PRELIMINARY ENVIRONMENTAL STUDY (PES)

Environmental clearance is a key task that defines the full scope for the Project, assesses proposed improvements and their ecological effects on the surrounding community, and contributes to the preparation of the subsequent design and construction phases. To provide a strong basis in the preparation of all environmental documentation required for environmental clearance of the Project, the environmental phase will begin with data collection of all available Project information. To this end, the Project Team will provide a detailed list of items required from the City for completion of environmental documentation. Based on the Project Team's experience, required data largely includes awarded grant application work products, such as project information, scope, location, and proposed maps. Other information not typically required for grant applications but required by Caltrans, such as flood maps, cross sections, and miscellaneous content, as well as those items available online, such as the Federal Transportation Improvement Program (FTIP) sheet, will be researched, prepared, and collected by the Project Team. This information will be used to develop the Preliminary Environmental Study/Screening (PES). The PES is the initial screening document used by Caltrans to assess the Project's impact on the surrounding local and regional environment.

Having completed several PES under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for Highway Safety Improvement Program (HSIP) and Active Transportation Program (ATP) funded projects, the Project Team will complete the PES and all associated exhibits, including scheduling a site visit with the Project Team to examine and develop an accurate assessment of the area. The site visit will be documented in the Field Review Form and Roadway Data Sheets as required in the Environmental submittal to Caltrans.

FEDERAL AND STATE FUNDED PROJECTS

The culmination of this work will assist in the determination of the potential for Project impact. The Project Team will assess the initial assessment (typically Categorical Exclusion) upon 60% completion of the design plans and aforementioned documents. In tandem with the NEPA Categorical Exclusion, CEQA mandates that a Categorical Exemption be prepared and filed with the State. The Project Team will prepare and submit both documents to comply with CEQA and NEPA requirements.

It is understood any supplemental environmental exhibits, forms, studies, reports, and/or maps may be required by Caltrans for approval. Our team can provide any technical studies required by NEPA/CEQA.

RIGHT-OF-WAY CERTIFICATION

It is important to note that the signee of the right-of-way certification must be the authorized individual or classification currently recorded by Caltrans. We can assist the City to add or change the authorized individual/classification if needed.

The Right-of-Way Certification covers both right-of-way and/or utility impacts. Based on our experience, it is critical to begin the coordination with property owners and utility providers early in the project to prevent delay in the schedule. Any utility impacts, including adjusting utility covers to grade, require completion of a Notice to Owner form (Exhibit 14-D) followed by a Utility Agreement form (Exhibit 14-F or 14-I). These forms identify what facility is being impacted, what the impact is, who will be doing the work, and who will be liable for the work. This effort will require some information from the City regarding any franchise agreements and the conditions therein.

In addition to the Utility Agreements, the Team will also prepare a Certification Letter (on City letterhead) and a Right-of-Way Certification Form (Exhibit 13-A). This form identifies ownership of right-of-way/ utilities and any potential impacts, acquisitions, and easements due to the proposed improvements. It also indicates what items/costs are participating and non-participating via grant funding.

Typically, the Right-of-Way Certification is not submitted to Caltrans until the design is at 100%, however, we have had success submitting the certification package at the 90% stage with assurances that no significant changes are anticipated to the design, specifications, and/or cost. We will discuss a preferred strategy with the City early in the process.

REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION (RFA FOR CON/E-76)

Lastly, we will prepare and submit the Request for Authorization to Proceed with Construction (E-76; Exhibit 3-D & 3-E). This document summarizes the previous findings and funding allocations based on the original grant application. This process will also support required supplemental language in the specification. Upon securing the E-76, we will coordinate with the City for processing the Program Supplement Agreement.

OTHER DOCUMENTS

Per the RFP, KOA has submitted the Signed Statement and Schedule of Billing Rates as separate attachments via PlanetBids.



Exhibit B

Sample Engagement Letter

_____, 20__

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

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

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

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

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

THE CITY OF MONTEBELLO

[INSERT CONSULTANT NAME]

Recommended By:

By: _____

Its: _____

Rene Bobadilla, P.E.
City Manager

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

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

Exhibit C

Fee Schedule

SCHEDULE OF BILLING RATES FOR RFP 22-8
**ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES**
CITY OF MONTEBELLO
JUNE 2, 2022

KOA Corporation

2022 - 2024 Hourly Billing Rates

Professional Services	2022 Rates	2023 Rates	2024 Rates
President/CEO	\$325	\$341	\$358
Principal II	\$305	\$320	\$336
Principal I	\$260	\$273	\$287
Senior Engineer II	\$249	\$261	\$275
Senior Engineer I	\$208	\$218	\$229
Senior Associate Engineer II	\$162	\$170	\$179
Senior Associate Engineer I	\$145	\$152	\$160
Associate Engineer II	\$133	\$140	\$147
Associate Engineer I	\$115	\$121	\$127
Senior Designer II	\$150	\$158	\$165
Senior Designer I	\$133	\$140	\$147
Associate Designer II	\$116	\$122	\$128
Associate Designer I	\$87	\$91	\$96
Senior Planner II	\$249	\$261	\$275
Senior Planner I	\$208	\$218	\$229
Senior Associate Planner II	\$162	\$170	\$179
Senior Associate Planner I	\$145	\$152	\$160
Associate Planner II	\$133	\$140	\$147
Associate Planner I	\$116	\$122	\$128
Senior Construction Manager	\$190	\$200	\$209
Construction Manager	\$175	\$184	\$193
Senior Construction Inspector	\$140	\$147	\$154
Construction Inspector	\$135	\$142	\$149
Administrative Assistant II	\$98	\$103	\$108
Administrative Assistant I	\$76	\$80	\$84
Intern	\$64	\$67	\$71

General Provisions:

- Project reimbursable expenses are billed at cost.
- Project expenses include: Non-commuter automobile mileage (\$0.585 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.
- Telephone, equipment, and fax are included in the above hourly costs.
- Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.



KDM Meridian Fee Schedule

(Rev. Ver. 220315_P2205-13)

Subconsultant to:	KOA Corporation
Rates for:	City of Montebello On-Call Architectural and Engineering Design Services RFP No. 22-8
Issuing Agency:	City of Montebello
Discipline:	Land Survey & Mapping
Valid Period:	2022 thru 2024 (Initial Term of Agreement)

Professional Services

Schedule Category	2022	2023	2024
Principal	\$225.00	\$237.00	\$248.00
Project Manager	\$210.00	\$220.00	\$232.00
Project Surveyor (Survey Map/Document Review Supervision)	\$195.00	\$204.00	\$215.00
Survey Technician (Survey Map/Document Review)	\$157.00	\$165.00	\$173.00
Clerical / Administration / Technical Aide	\$ 90.00	\$ 94.00	\$ 99.00
Expert Witness (4 Hour Minimum)	\$420.00	\$441.00	\$463.00
Survey Crew (1-person) (Prevailing Wage)	\$215.00	\$226.00	\$237.00
Survey Crew (2 persons) (Prevailing Wage)	\$330.00	\$347.00	\$364.00
Survey Crew (3 persons) (Prevailing Wage)	\$460.00	\$485.00	\$507.15

Reimbursables

Schedule Category	Rate
Rental of Special Equipment or Special Supplies	Cost + 5%
Subconsultants	Cost + 5%
Agency Fees	Actual Cost
Airfare	Cost + 5%
Per Diem (Meals & Lodging)	GSA Published Rates

Miscellaneous Fee Schedule Terms

Fee Schedule Terms and Conditions
A minimum of 4 hours per day will be charged for survey crews.
Over-time will be charged at 1.35 times the regular rate.
Double-time will be charged at 1.75 times the regular rate.
The above rates shall be charged portal to portal (time spent on project site plus travel time) excluding meal breaks.

1340 Reynolds Ave | Suite 110
Irvine, CA 92614
www.KDMMeridian.com



Schedule of Fees 2022 - 2023

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	\$ 350.20
10001	Principal Engineer/Geologist	\$ 247.20
10017	Metallurgical Engineer	\$ 360.50
70000	Registered Geotechnical Engineer	\$ 242.05
10010	Technical Advisor	\$ 236.90
10011	Material Scientist, Welding/NDT Consultant	\$ 247.20
70003	Registered Geologist/Certified Engineering Geologist	\$ 242.05
10003	Senior Engineer/Geologist	\$ 216.30
10009	Registered Civil Engineer	\$ 211.15
60003	Roofing/Waterproofing Consultant	\$ 236.90
10013	Project Engineer/Manager	\$ 206.00
30000	Quality Control Manager	\$ 195.70
10005	Senior Staff Engineer/Geologist	\$ 190.55
10007	Staff Engineer/Geologist	\$ 185.40
10015	Quality Control Administrator	\$ 175.10
10019	Metallurgical Technician	\$ 149.35
90001	CADD Operator/Draftsperson	\$ 135.96
95103	Office Support/Clerical	\$ 97.85
70107	Field Supervisor	\$ 169.95
91030	Safety Supervisor	\$ 169.95
20000	Laboratory Manager	\$ 154.50
98000	Laboratory Technician	\$ 128.75
90005	Expert Witness Testimony	\$ 597.40
91010	Qualified SWPPP Developer	\$ 190.55
91000	Qualified SWPPP Practitioner	\$ 175.10
30001	Vibration Engineer	\$ 216.30

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 128.75
10103	Prestressed/Post Tensioned Inspector	\$ 128.75
10105	Concrete ICC Inspector	\$ 128.75
10109	Drilled-In-Anchor Inspector	\$ 128.75
10111	Gunite/Shotcrete Inspector	\$ 128.75
10113	Masonry Inspector	\$ 128.75
10201	Structural Steel/Welding Inspector	\$ 128.75
10203	AWS Certified Welding Inspector	\$ 128.75
10207	Fireproofing Inspector	\$ 128.75
10501	Lead Inspector	\$ 131.84
10115	Firestop Special Inspector - IFC Premier	\$ 146.26
10117	Firestop Special Inspector - IQP	\$ 192.61
70109	L.A. Deputy Grading Inspector	\$ 133.90
75001	Asphalt Field and Plant Inspector/Technician	\$ 128.75
70103	Pile Driving Inspector	\$ 128.75
70101	Soils Technician	\$ 128.75
10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 128.75
10122	Wood Framing Inspector	\$ 128.75
60001	Roofing/Waterproofing Inspector	\$ 135.96
10500	Public Works Inspector	\$ 146.26
10515	Mechanical Inspector	\$ 154.50
10519	Electrical Inspector	\$ 154.50
10521	Plumbing Inspector	\$ 154.50
10523	Building Inspector	\$ 154.50
30002	Vibration Monitoring Technician	\$ 149.35
50003	Field Engineering Technician	\$ 128.75

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 128.75
10309	Batch Plant Quality Control Technician/Inspector	\$ 128.75
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	\$ 128.75

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 133.90
10403	NDE Magnetic Particle Testing Technician	\$ 133.90
10405	NDE Dye Penetrant Testing Technician	\$ 133.90
10305	Combination NDE Technician/Welding Inspector	\$ 133.90
10409	Radiographic Testing (crew of 2)	\$ 360.50
10020	NDE Engineer	\$ 226.60

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 41.20
95309	Torque Wrench, Small	\$ 15.45
95312	Torque Wrench, Large	\$ 25.75
95315	Torque Multiplier	\$ 41.20
95321	Air Meter	\$ 20.60
95322	Unit Weight Bucket	\$ 30.90
95323	Field Concrete Scale	\$ 30.90
95324	Brass Mold	\$ 20.60
95343	Nuclear Gauge (Per Hour)	\$ 10.30
95319	Sand Cone Density Test Equipment	\$ 51.50
95333	Pull Test Equipment	\$ 61.80
95348	Concrete/Asphalt Coring Equipment	\$ 618.00
95327	Pachometer	\$ 56.65
95336	Floor Flatness (Dipstick)	\$ 51.50
95330	Schmidt Hammer	\$ 30.90
95341	Vapor Emission Test Kits	\$ 30.90
95342	Relative Humidity Probe	\$ 61.80
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 360.50
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 36.05
95300	A Scan Ultrasonic Equipment and Consumables	\$ 77.25
95303	Magnetic Particle Equipment and Consumables	\$ 41.20
95306	Liquid Penetrant Consumables	\$ 36.05
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 61.80
95347	Ground Penetrating Radar	\$ 309.00
95345	Impact Echo	\$ 360.50
95362	Ultrasonic Tomography	\$ 463.50
95349	Inertial Profiler (Per Hour)	Quotation
95357	Project Dedicated Vehicle	\$ 123.60
95364	Roller Compacted Concrete Vibrating Hammer/Tampling Plate	\$ 72.10
95367	Half-cell Potential Equipment Set	\$ 360.50
95368	Concrete Electrical Resistivity Meter	\$ 164.80
95369	Field Hardness (Steel)	\$ 103.00
95370	Coating Thickness Gauge	\$ 103.00
95373	Wood Curing Box (One-Time Fee/Per Box)	\$ 618.00
95371	Temperature Control Curing Box (Per Month)	\$ 463.50
95372	Temperature Matching Curing Box (Per Month)	\$ 535.60

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	\$ 28.84
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	\$ -
20103/	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	\$ 77.25
20104	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ -
20107	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 144.20

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours)	\$ 566.50
	All others by quotation	\$ -

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 41.20
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 36.05
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	\$ 87.55
20205	Core Compression including Trimming (ASTM C42)	\$ 77.25
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 103.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 97.85
20211	Modulus of Elasticity Test (ASTM C469)	\$ 283.25
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	\$ 535.60
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 535.60



Task Code	Concrete Tests (Field Made Specimens), Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 824.00
40007	Flexural Toughness (ASTM C1550)	\$ 515.00
40006	Double Punch Strength of Fiber Reinforced Concrete	\$ 515.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 618.00
40012	Bulk Electrical Resistivity (ASTM C1876)	\$ 123.60

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 41.20
20157	Coring of Specimens in Lab (Each)	\$ 41.20
20159	Grinding of Concrete Below 6000 psi Strength (Each)	\$ 61.80
20160	Grinding of Concrete 6000 psi Strength and Above (Each)	\$ 92.70

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30216	Compression Test 4"x8" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 51.50
30217	Compression Test 6"x12" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 61.80
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 103.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	\$ 118.45
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 293.55
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 108.15
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 144.20
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 540.75
30203	Concrete Mixture Design for Preconstruction Evaluation and Backup Data Development	\$ 257.50
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 515.00
30230	Additional Reading, Per Set of Three Bars	\$ 46.35
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 30.90
30207	Setting Time Up to 7 Hours (ASTM C403)	\$ 185.40
30209	Bleeding (ASTM C232)	\$ 154.50
30229	Concrete Restrained Expansion (ASTM C878)	\$ 618.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	\$ 566.50
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	\$ 566.50
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 824.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	\$ 5,665.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,184.50
30234	Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)	\$ 8,240.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	\$ 149.35
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)	\$ 175.10
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	\$ 2,678.00
80129	Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)	\$ -
	Each, One Sample	\$ 2,472.00
	Each, Two or More Samples	\$ 2,163.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,339.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 695.25
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 695.25

Task Code	Physical and Chemical Analysis of Cement, Continued	Rate
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	\$ 695.25
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 months	\$ 2,781.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months	\$ -

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	\$ 1,300.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 206.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 216.30
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 164.80
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	\$ 566.50
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	\$ 669.50
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 3,605.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ -
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 180.25
30321	Cleaness Value: 1" x #4 (CTM 227)	\$ 206.00
30322	Cleaness Value: 1.5" x .75" (CTM 227)	\$ 180.25
70393	Collapse Potential/Index (ASTM D5333)	\$ 283.25
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 231.75
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 108.15
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ -
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 200.85
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 252.35
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	\$ 180.25
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	\$ 252.35
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	\$ 231.75
70378	Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)	\$ 200.85
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 216.30
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	\$ -
30507	Flat and Elongated Particle (ASTM D4791)	\$ 175.10
30508	Flat or Elongated Particle (ASTM D4791)	\$ 195.70
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 247.20
70333	Maximum Density: Check Point (ASTM D1557, D698)	\$ 216.30
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	\$ 195.70
70336	Maximum Index Density: Vibratory Table (ASTM D4253)	\$ -
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 355.35
70339	Moisture and Density: Ring Sample (ASTM D2937)	\$ 25.75
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	\$ 30.90
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	\$ 41.20
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	\$ -
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 283.25
70343	Permeability (ASTM D5084)	\$ -
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	\$ 360.50
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 92.70



Task Code	Soils and Aggregate Tests, Continued	Rate
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 927.00
70398	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 2,781.00
70399	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 2,987.00
70397	Potential Reactivity of Aggregate Combination, non-standard method; 14-Day Exposure, Mortar (after ASTM C1567)	\$ 1,030.00
70392	Potential Reactivity of Aggregate Combination, non-standard method; 28-Day Exposure, Mortar (after ASTM C1567)	\$ 1,081.50
70345	R-Value: Soil (ASTM D2844, CTM 301)	\$ 453.20
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	\$ 504.70
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 128.75
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 92.70
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)	\$ 257.50
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)	\$ 247.20
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 154.50
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 123.60
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	\$ 247.20
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	\$ 242.05
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 463.50
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 103.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 169.95
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 154.50
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 195.70
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 128.75
30319	Void in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	\$ 128.75
30411	Lightweight Particles: Coarse, with Two Solutions (ASTM C123)	\$ 422.30
30412	Lightweight Particles: Fine, with One Solution (ASTM C123)	\$ 211.15

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	\$ 128.75
75032	HMA Mixing and Preparation with Aggregate Treatment	\$ 180.25
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)	\$ 56.65
75036	Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (ASTM D1188 and CTM 308A)	\$ 82.40
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 164.80
75024	Extraction: % Bitumen (ASTM D6307, CTM 382)	\$ 164.80
75027	Extraction: % Bitumen and Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 221.45
75028	Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 360.50
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 252.35
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)	\$ 221.45
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 221.45
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, D2726)	\$ 216.30
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, D2726)	\$ 221.45
75050	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, SSD, 1 briquette (ASTM D6925, D2726)	\$ 82.40
75052	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, Paraffin, 1 briquette (ASTM D1188, D6925)	\$ 92.70
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	\$ 164.80
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	\$ 82.40
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, D6927)	\$ 236.90
75106	Marshall Stability and Flow, Gyratory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D5581, D6925)	\$ 236.90

Task Code	Asphalt Concrete Tests, Continued	Rate
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	\$ 236.90
75063	Moisture Content (CTM 370)	\$ 87.55
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 169.95
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,356.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 5,814.35
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 6,180.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,386.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,416.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,356.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 5,814.35
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 6,386.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	\$ 3,090.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 10,918.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	\$ 11,536.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 11,536.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 11,845.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	\$ 1,030.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	\$ 1,133.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 206.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	\$ 360.50
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	\$ 309.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	\$ 10,815.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	\$ 97.85
20303	Compression Strength	\$ 61.80
20305	Absorption: 5 Hour or 24 Hour	\$ 66.95
20307	Absorption (Boil): 1, 2 or 5 Hours	\$ 97.85
20309	Initial Rate of Absorption	\$ 56.65
20311	Efflorescence	\$ 77.25
20313	Cores: Compression	\$ 72.10
20315	Shear Test on Brick Cores: 2 Faces	\$ 97.85

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	\$ 92.70
20323	Absorption/Moisture Content/Oven Dry Density	\$ 92.70
20327	Linear Shrinkage (ASTM C426)	\$ 257.50
20335	Web and Face Shell Measurements	\$ 51.50
20329	Tension Test	\$ 164.80
20331	Core Compression	\$ 72.10
20333	Shear Test of Masonry Cores: 2 Faces	\$ 97.85
20339	Efflorescence Tests	\$ 77.25

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 195.70
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 257.50
20346	Prism Cord Modulus of Elasticity	\$ 556.20
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	\$ 684.95

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	\$ 56.65
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 41.20
20355	Compression: 2" Cubes (ASTM C109)	\$ 56.65
20357	Compression: Cores Includes Trimming (ASTM C42)	\$ 77.25



Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	\$ 77.25

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E805)	\$ 72.10

Task Code	Guniting and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 77.25
20365	Compression: Cubes (Includes Saw Cutting)	\$ 97.85

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 66.95
20373	Air Dry Density (ASTM C472)	\$ 51.50
20379	Oven Dry Density (ASTM C495)	\$ 77.25

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	\$ 66.95
20503	Bend Test: # 11 or Smaller	\$ 61.80
20504	Bend Test #14 or #18	\$ 386.25
20505	Tensile Test: # 14	\$ 267.80
20507	Tensile Test: # 18	\$ 370.80

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	\$ 77.25
20523	Tensile Test: Welded/Coupled #14	\$ 278.10
20525	Tensile Test: Welded/Coupled #18	\$ 406.85
20529	Weld: Macroetch	\$ 92.70
20531	Slippage Test - Caltrans (CTM 670)	\$ 206.00
20532	Tensile Test: Welded Hoops #11 and Smaller	\$ 154.50

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 72.10
20603	Tensile Strength: Up to 200K Pounds (Each)	\$ 82.40
20605	Tensile Strength: Up to 300K Pounds (Each)	\$ 103.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 154.50
20609	Tensile Strength: 400K to 600K Pounds (Each)	\$ 370.80
20611	Tensile Test: Stress-Strain Percent Offset	\$ 206.00
20545	Weld: Macroetch	\$ 92.70
20547	Weld: Fracture	\$ 46.35
20615	Bend Test	\$ 72.10
20617	Flattening Test	\$ 72.10
20619	Hardness Test (ASTM E18)	\$ 82.40
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	\$ 56.65
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	\$ 72.10
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 77.25
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 97.85
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	\$ 82.40
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 103.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	\$ 61.80
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 82.40
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	\$ 180.25
80173	Weight of Galvanized Coating (ASTM A90)	\$ 82.40
80176	Epoxy Coating Thickness	\$ 92.70

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 108.15
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 56.65
20755	Machine to Test Configuration: Milled Specimens	\$ 77.25
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 149.35
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 97.85

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 97.85
20623	Charpy Impact Reduced Temperature	\$ 128.75

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	\$ 87.55
20783	Final Machining to Sample Configuration	\$ 97.85

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	\$ 206.00
20703	Tensile Test Only	\$ 149.35
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength - Set of 5 Specimens/batch/ direction (ASTM D3039)	\$ 1,390.50
20707	Tensile Strength - Additional Specimens (ASTM D3039)	\$ 257.50
20708	Heating Chamber Time - Per 24 hr period	\$ 97.85

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 400.00

Task Code	Ceramic Tile Testing Division	Rate
	The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.	

Cyclic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation



General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 4%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph.

The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, \$0.70 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.70 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%



General Conditions, Continued

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our inspections, the client must provide safe access, including a trained and certified operator, to Twining inspection and testing personnel. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.



Schedule of Fees 2023 - 2024

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	\$ 360.40
10001	Principal Engineer/Geologist	\$ 254.40
10017	Metallurgical Engineer	\$ 371.00
70000	Registered Geotechnical Engineer	\$ 249.10
10010	Technical Advisor	\$ 243.80
10011	Material Scientist, Welding/NDT Consultant	\$ 254.40
70003	Registered Geologist/Certified Engineering Geologist	\$ 249.10
10003	Senior Engineer/Geologist	\$ 222.60
10009	Registered Civil Engineer	\$ 217.30
60003	Roofing/Waterproofing Consultant	\$ 243.80
10013	Project Engineer/Manager	\$ 212.00
30000	Quality Control Manager	\$ 201.40
10005	Senior Staff Engineer/Geologist	\$ 196.10
10007	Staff Engineer/Geologist	\$ 190.80
10015	Quality Control Administrator	\$ 180.20
10019	Metallurgical Technician	\$ 153.70
90001	CADD Operator/Draftsperson	\$ 139.92
95103	Office Support/Clerical	\$ 100.70
70107	Field Supervisor	\$ 174.90
91030	Safety Supervisor	\$ 174.90
20000	Laboratory Manager	\$ 159.00
98000	Laboratory Technician	\$ 132.50
90005	Expert Witness Testimony	\$ 614.80
91010	Qualified SWPPP Developer	\$ 196.10
91000	Qualified SWPPP Practitioner	\$ 180.20
30001	Vibration Engineer	\$ 222.60

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 132.50
10103	Prestressed/Post Tensioned Inspector	\$ 132.50
10105	Concrete ICC Inspector	\$ 132.50
10109	Drilled-In-Anchor Inspector	\$ 132.50
10111	Gunite/Shotcrete Inspector	\$ 132.50
10113	Masonry Inspector	\$ 132.50
10201	Structural Steel/Welding Inspector	\$ 132.50
10203	AWS Certified Welding Inspector	\$ 132.50
10207	Fireproofing Inspector	\$ 132.50
10501	Lead Inspector	\$ 135.68
10115	Firestop Special Inspector - IFC Premier	\$ 150.52
10117	Firestop Special Inspector - IQP	\$ 198.22
70109	L.A. Deputy Grading Inspector	\$ 137.80
75001	Asphalt Field and Plant Inspector/Technician	\$ 132.50
70103	Pile Driving Inspector	\$ 132.50
70101	Soils Technician	\$ 132.50
10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 132.50
10122	Wood Framing Inspector	\$ 132.50
60001	Roofing/Waterproofing Inspector	\$ 139.92
10500	Public Works Inspector	\$ 150.52
10515	Mechanical Inspector	\$ 159.00
10519	Electrical Inspector	\$ 159.00
10521	Plumbing Inspector	\$ 159.00
10523	Building Inspector	\$ 159.00
30002	Vibration Monitoring Technician	\$ 153.70
50003	Field Engineering Technician	\$ 132.50

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 132.50
10309	Batch Plant Quality Control Technician/Inspector	\$ 132.50
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	\$ 132.50

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 137.80
10403	NDE Magnetic Particle Testing Technician	\$ 137.80
10405	NDE Dye Penetrant Testing Technician	\$ 137.80
10305	Combination NDE Technician/Welding Inspector	\$ 137.80
10409	Radiographic Testing (crew of 2)	\$ 371.00
10020	NDE Engineer	\$ 233.20

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 42.40
95309	Torque Wrench, Small	\$ 15.90
95312	Torque Wrench, Large	\$ 26.50
95315	Torque Multiplier	\$ 42.40
95321	Air Meter	\$ 21.20
95322	Unit Weight Bucket	\$ 31.80
95323	Field Concrete Scale	\$ 31.80
95324	Brass Mold	\$ 21.20
95343	Nuclear Gauge (Per Hour)	\$ 10.60
95319	Sand Cone Density Test Equipment	\$ 53.00
95333	Pull Test Equipment	\$ 63.60
95348	Concrete/Asphalt Coring Equipment	\$ 636.00
95327	Pachometer	\$ 58.30
95336	Floor Flatness (Dipstick)	\$ 53.00
95330	Schmidt Hammer	\$ 31.80
95341	Vapor Emission Test Kits	\$ 31.80
95342	Relative Humidity Probe	\$ 63.60
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 371.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 37.10
95300	A Scan Ultrasonic Equipment and Consumables	\$ 79.50
95303	Magnetic Particle Equipment and Consumables	\$ 42.40
95306	Liquid Penetrant Consumables	\$ 37.10
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 63.60
95347	Ground Penetrating Radar	\$ 318.00
95345	Impact Echo	\$ 371.00
95362	Ultrasonic Tomography	\$ 477.00
95349	Inertial Profiler (Per Hour)	Quotation
95357	Project Dedicated Vehicle	\$ 127.20
95364	Roller Compacted Concrete Vibrating Hammer/Tampling Plate	\$ 74.20
95367	Half-cell Potential Equipment Set	\$ 371.00
95368	Concrete Electrical Resistivity Meter	\$ 169.60
95369	Field Hardness (Steel)	\$ 106.00
95370	Coating Thickness Gauge	\$ 106.00
95373	Wood Curing Box (One-Time Fee/Per Box)	\$ 636.00
95371	Temperature Control Curing Box (Per Month)	\$ 477.00
95372	Temperature Matching Curing Box (Per Month)	\$ 551.20

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	\$ 29.68
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	\$ 29.68
20103/	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	\$ 79.50
20104	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 111.30
20107	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 148.40

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours)	\$ 583.00
	All others by quotation	\$ -

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 42.40
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 37.10
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	\$ 90.10
20205	Core Compression including Trimming (ASTM C42)	\$ 79.50
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 106.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 100.70
20211	Modulus of Elasticity Test (ASTM C469)	\$ 291.50
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	\$ 551.20
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 551.20



Task Code	Concrete Tests (Field Made Specimens), Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 848.00
40007	Flexural Toughness (ASTM C1550)	\$ 530.00
40006	Double Punch Strength of Fiber Reinforced Concrete	\$ 530.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 636.00
40012	Bulk Electrical Resistivity (ASTM C1876)	\$ 127.20

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 42.40
20157	Coring of Specimens in Lab (Each)	\$ 42.40
20159	Grinding of Concrete Below 6000 psi Strength (Each)	\$ 63.60
20160	Grinding of Concrete 6000 psi Strength and Above (Each)	\$ 95.40

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30216	Compression Test 4"x8" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 53.00
30217	Compression Test 6"x12" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 63.60
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 106.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	\$ 121.90
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 302.10
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 111.30
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 148.40
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 556.50
30203	Concrete Mixture Design for Preconstruction Evaluation and Backup Data Development	\$ 265.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 530.00
30230	Additional Reading, Per Set of Three Bars	\$ 47.70
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 31.80
30207	Setting Time Up to 7 Hours (ASTM C403)	\$ 190.80
30209	Bleeding (ASTM C232)	\$ 159.00
30229	Concrete Restrained Expansion (ASTM C878)	\$ 636.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	\$ 583.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	\$ 583.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 848.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	\$ 5,830.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,219.00
30234	Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)	\$ 8,480.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	\$ 153.70
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)	\$ 180.20
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	\$ 2,756.00
80129	Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)	\$ -
	Each, One Sample	\$ 2,544.00
	Each, Two or More Samples	\$ 2,226.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,378.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 715.50
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 715.50

Task Code	Physical and Chemical Analysis of Cement, Continued	Rate
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	\$ 715.50
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 months	\$ 2,862.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months	\$ 3,180.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	\$ 1,300.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 212.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 222.60
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 169.60
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	\$ 583.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	\$ 689.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 3,710.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 185.50
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 212.00
30321	Cleaness Value: 1" x #4 (CTM 227)	\$ 185.50
30322	Cleaness Value: 1.5" x .75" (CTM 227)	\$ 291.50
70393	Collapse Potential/Index (ASTM D5333)	\$ 238.50
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 111.30
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 206.70
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ 47.70
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 259.70
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 185.50
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	\$ 259.70
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	\$ 238.50
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	\$ 206.70
70378	Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)	\$ 222.60
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 180.20
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	\$ 201.40
30507	Flat and Elongated Particle (ASTM D4791)	\$ 254.40
30508	Flat or Elongated Particle (ASTM D4791)	\$ 222.60
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 201.40
70333	Maximum Density: Check Point (ASTM D1557, D698)	\$ 68.90
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	\$ 206.70
70336	Maximum Index Density: Vibratory Table (ASTM D4253)	\$ 365.70
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 26.50
70339	Moisture and Density: Ring Sample (ASTM D2937)	\$ 31.80
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	\$ 42.40
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	\$ 291.50
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	\$ 371.00
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 95.40
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	\$ 625.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 850.00



Task Code	Soils and Aggregate Tests, Continued	Rate
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 954.00
70398	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 2,862.00
70399	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 3,074.00
70397	Potential Reactivity of Aggregate Combination, non-standard method; 14-Day Exposure, Mortar (after ASTM C1567)	\$ 1,060.00
70392	Potential Reactivity of Aggregate Combination, non-standard method; 28-Day Exposure, Mortar (after ASTM C1567)	\$ 1,113.00
70345	R-Value: Soil (ASTM D2844, CTM 301)	\$ 466.40
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	\$ 519.40
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 132.50
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 95.40
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)	\$ 265.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)	\$ 254.40
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 159.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 127.20
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	\$ 254.40
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	\$ 249.10
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 477.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 106.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 174.90
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 159.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 201.40
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 132.50
30319	voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	\$ 132.50
30411	Lightweight Particles: Coarse, with Two Solutions (ASTM C123)	\$ 434.60
30412	Lightweight Particles: Fine, with One Solution (ASTM C123)	\$ 217.30

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	\$ 132.50
75032	HMA Mixing and Preparation with Aggregate Treatment	\$ 185.50
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)	\$ 58.30
75036	Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (ASTM D1188 and CTM 308A)	\$ 84.80
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 169.60
75024	Extraction: % Bitumen (ASTM D6307, CTM 382)	\$ 169.60
75027	Extraction: % Bitumen and Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 227.90
75028	Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 371.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 259.70
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)	\$ 227.90
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 227.90
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, D2726)	\$ 222.60
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, D2726)	\$ 227.90
75050	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, SSD, 1 briquette (ASTM D6925, D2726)	\$ 84.80
75052	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, Paraffin, 1 briquette (ASTM D1188, D6925)	\$ 95.40
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	\$ 169.60
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	\$ 84.80
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, D6927)	\$ 243.80
75106	Marshall Stability and Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D5581, D6925)	\$ 243.80

Task Code	Asphalt Concrete Tests, Continued	Rate
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	\$ 243.80
75063	Moisture Content (CTM 370)	\$ 90.10
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 174.90
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,512.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 5,983.70
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 6,360.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,572.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,632.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,512.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 5,983.70
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 6,572.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	\$ 3,180.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 11,236.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	\$ 11,872.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 11,872.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 12,190.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	\$ 1,060.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	\$ 1,166.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 212.00
75087	Marshall Stability, wet set, 3 replicates (AASHTO T245)	\$ 371.00
75088	Marshall Stability, dry set, 3 replicates (AASHTO T245)	\$ 318.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	\$ 11,130.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	\$ 100.70
20303	Compression Strength	\$ 63.60
20305	Absorption: 5 Hour or 24 Hour	\$ 68.90
20307	Absorption (Boil): 1, 2 or 5 Hours	\$ 100.70
20309	Initial Rate of Absorption	\$ 58.30
20311	Efflorescence	\$ 79.50
20313	Cores: Compression	\$ 74.20
20315	Shear Test on Brick Cores: 2 Faces	\$ 100.70

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	\$ 95.40
20323	Absorption/Moisture Content/Oven Dry Density	\$ 95.40
20327	Linear Shrinkage (ASTM C426)	\$ 265.00
20335	Web and Face Shell Measurements	\$ 53.00
20329	Tension Test	\$ 169.60
20331	Core Compression	\$ 74.20
20333	Shear Test of Masonry Cores: 2 Faces	\$ 100.70
20339	Efflorescence Tests	\$ 79.50

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 201.40
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 265.00
20346	Prism Cord Modulus of Elasticity	\$ 572.40
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	\$ 704.90

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	\$ 58.30
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 42.40
20355	Compression: 2" Cubes (ASTM C109)	\$ 58.30
20357	Compression: Cores Includes Trimming (ASTM C42)	\$ 79.50



Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	\$ 79.50

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E805)	\$ 74.20

Task Code	Guniting and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 79.50
20365	Compression: Cubes (Includes Saw Cutting)	\$ 100.70

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 68.90
20373	Air Dry Density (ASTM C472)	\$ 53.00
20379	Oven Dry Density (ASTM C495)	\$ 79.50

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	\$ 68.90
20503	Bend Test: # 11 or Smaller	\$ 63.60
20504	Bend Test #14 or #18	\$ 397.50
20505	Tensile Test: # 14	\$ 275.60
20507	Tensile Test: # 18	\$ 381.60

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	\$ 79.50
20523	Tensile Test: Welded/Coupled #14	\$ 286.20
20525	Tensile Test: Welded/Coupled #18	\$ 418.70
20529	Weld: Macroetch	\$ 95.40
20531	Slippage Test - Caltrans (CTM 670)	\$ 212.00
20532	Tensile Test: Welded Hoops #11 and Smaller	\$ 159.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 74.20
20603	Tensile Strength: Up to 200K Pounds (Each)	\$ 84.80
20605	Tensile Strength: Up to 300K Pounds (Each)	\$ 106.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 159.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	\$ 381.60
20611	Tensile Strength: Stress-Strain Percent Offset	\$ 212.00
20545	Weld: Macroetch	\$ 95.40
20547	Weld: Fracture	\$ 47.70
20615	Bend Test	\$ 74.20
20617	Flattening Test	\$ 74.20
20619	Hardness Test (ASTM E19)	\$ 84.80
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	\$ 58.30
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	\$ 74.20
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 79.50
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 100.70
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	\$ 84.80
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 106.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	\$ 63.60
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 84.80
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	\$ 185.50
80173	Weight of Galvanized Coating (ASTM A90)	\$ 84.80
80176	Epoxy Coating Thickness	\$ 95.40

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 111.30
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 58.30
20755	Machine to Test Configuration: Milled Specimens	\$ 79.50
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 153.70
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 100.70

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 100.70
20623	Charpy Impact Reduced Temperature	\$ 132.50

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	\$ 90.10
20783	Final Machining to Sample Configuration	\$ 100.70

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	\$ 212.00
20703	Tensile Test Only	\$ 153.70
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength - Set of 5 Specimens/batch/ direction (ASTM D3039)	\$ 1,431.00
20707	Tensile Strength - Additional Specimens (ASTM D3039)	\$ 265.00
20708	Heating Chamber Time - Per 24 hr period	\$ 100.70

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 400.00

Task Code	Ceramic Tile Testing Division	Rate
	The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.	

Cyclic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation



General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 4%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph.

The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, \$0.70 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.70 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%



General Conditions, Continued

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our inspections, the client must provide safe access, including a trained and certified operator, to Twining inspection and testing personnel. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.



STANDARD RATE SCHEDULE

Effective January 2022

All rates are fully-burdened hourly rates, excludes ODCs

PROFESSIONAL STAFF	Base Rate plus Overhead	Hourly Rates		
		Year 1	Year 2	Year 3
Principal	\$185	\$185.00	\$190.55	\$196.27
Director	\$175	\$175.00	\$180.25	\$185.66
Senior Project Manager	\$165	\$165.00	\$169.95	\$175.05
Project Manager	\$160	\$160.00	\$164.80	\$169.74
Senior Principal Engineer	\$175	\$175.00	\$180.25	\$185.66
Senior Scientist/Engineer	\$165	\$165.00	\$169.95	\$175.05
Scientist/Engineer	\$150	\$150.00	\$154.50	\$159.14
Staff Scientist/Engineer	\$140	\$140.00	\$144.20	\$148.53
Senior Biologist II	\$125	\$125.00	\$128.75	\$132.61
Senior Biologist I	\$120	\$120.00	\$123.60	\$127.31
Staff Biologist II	\$110	\$110.00	\$113.30	\$116.70
Staff Biologist I	\$130	\$130.00	\$133.90	\$137.92
Associate Biologist	\$125	\$125.00	\$128.75	\$132.61
Senior Planner	\$120	\$120.00	\$123.60	\$127.31
Associate Planner	\$110	\$110.00	\$113.30	\$116.70
Planner/Environmental Analyst	\$100	\$100.00	\$103.00	\$106.09
Cultural Specialist	\$135	\$135.00	\$139.05	\$143.22
Archaeologist	\$120	\$120.00	\$123.60	\$127.31
Cultural Monitor	\$85	\$85.00	\$87.55	\$90.18
GIS Analyst	\$110	\$110.00	\$113.30	\$116.70
GIS Technician	\$100	\$100.00	\$103.00	\$106.09
Word Processor	\$75	\$75.00	\$77.25	\$79.57
Intern	\$50	\$50.00	\$51.50	\$53.05

Indirect Cost	145.96%
Escalation Rate (For out years)	3%
Profit	10%
Labor	100%
Subcontractor	10%

Other Direct Cost	negotiated at task level.
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FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates.

Travel time will be billed as indicated in the hourly rate schedule above.



GHD Description	Effective July 2022	Effective July 2023	Effective July 2024
	2022 CDN/US Rate	2023 CDN/US Rate	2024 CDN/US Rate
PROFESSIONAL			
Senior Technical Director 1	\$ 340.00	\$ 350.20	\$ 360.71
Senior Technical Director 2	\$ 315.00	\$ 324.45	\$ 334.18
Senior Technical Director 3	\$ 283.00	\$ 291.49	\$ 300.23
Technical Director 1	\$ 263.00	\$ 270.89	\$ 279.02
Technical Director 2	\$ 237.00	\$ 244.11	\$ 251.43
Senior Professional 1	\$ 215.00	\$ 221.45	\$ 228.09
Senior Professional 2	\$ 195.00	\$ 200.85	\$ 206.88
Professional 1	\$ 185.00	\$ 190.55	\$ 196.27
Professional 2	\$ 158.00	\$ 162.74	\$ 167.62
Professional 3	\$ 137.00	\$ 141.11	\$ 145.34
Vacationer / Intern	\$ 126.00	\$ 129.78	\$ 133.67
CONSULTANT			
Executive Consultant 1	\$ 425.00	\$ 437.75	\$ 450.88
Executive Consultant 2	\$ 385.00	\$ 396.55	\$ 408.45
Senior Consultant 1	\$ 315.00	\$ 324.45	\$ 334.18
Senior Consultant 2	\$ 280.00	\$ 288.40	\$ 297.05
Consultant 1	\$ 235.00	\$ 242.05	\$ 249.31
Consultant 2	\$ 190.00	\$ 195.70	\$ 201.57
Consultant 3	\$ 150.00	\$ 154.50	\$ 159.14
TECHNICAL			
Lead Design Technician 1	\$ 315.00	\$ 324.45	\$ 334.18
Lead Design Technician 2	\$ 289.00	\$ 297.67	\$ 306.60
Lead Design Technician 3	\$ 264.00	\$ 271.92	\$ 280.08
Senior Design Technician 1	\$ 238.00	\$ 245.14	\$ 252.49
Senior Design Technician 2	\$ 220.00	\$ 226.60	\$ 233.40
Design Technician 1	\$ 195.00	\$ 200.85	\$ 206.88
Design Technician 2	\$ 184.00	\$ 189.52	\$ 195.21
Drafting/Design 1	\$ 168.00	\$ 173.04	\$ 178.23
Drafting/Design 2	\$ 153.00	\$ 157.59	\$ 162.32
Drafting/Design 3	\$ 137.00	\$ 141.11	\$ 145.34
Drafting/Design 4	\$ 127.00	\$ 130.81	\$ 134.73
Intern Drafting/Design	\$ 115.00	\$ 118.45	\$ 122.00
ADMINISTRATION			
Business Services Manager 1	\$ 280.00	\$ 288.40	\$ 297.05
Business Services Manager 2	\$ 235.00	\$ 242.05	\$ 249.31
Senior Admin Officer 1	\$ 182.00	\$ 187.46	\$ 193.08
Senior Admin Officer 2	\$ 152.00	\$ 156.56	\$ 161.26
Admin Officer 1	\$ 137.00	\$ 141.11	\$ 145.34
Admin Officer 2	\$ 125.00	\$ 128.75	\$ 132.61
Admin Officer 3	\$ 80.00	\$ 82.40	\$ 84.87
SITE BASED			
Senior Construction Manager	\$ 315.00	\$ 324.45	\$ 334.18
Construction Manager	\$ 265.00	\$ 272.95	\$ 281.14
Lead Site Engineer/Supervisor	\$ 237.00	\$ 244.11	\$ 251.43
Senior Site Engineer	\$ 215.00	\$ 221.45	\$ 228.09
Site Engineer	\$ 195.00	\$ 200.85	\$ 206.88
Lead Inspector	\$ 184.00	\$ 189.52	\$ 195.21
Senior Inspector	\$ 137.00	\$ 141.11	\$ 145.34
Inspector / Specialist 1	\$ 120.00	\$ 123.60	\$ 127.31
Inspector / Specialist 2	\$ 110.00	\$ 113.30	\$ 116.70
Clerk / Specialist 3	\$ 105.00	\$ 108.15	\$ 111.39
Senior Site Manager 1	\$ 127.00	\$ 130.81	\$ 134.73
Senior Site Manager 2	\$ 115.00	\$ 118.45	\$ 122.00
Senior Site Manager 3	\$ 105.00	\$ 108.15	\$ 111.39
Senior Site Manager 4	\$ 95.00	\$ 97.85	\$ 100.79
Operator/Labourer 1	\$ 85.00	\$ 87.55	\$ 90.18
Operator/Labourer 2	\$ 80.00	\$ 82.40	\$ 84.87
Operator/Labourer 3	\$ 60.00	\$ 61.80	\$ 63.65
PROJECT SUPPORT			
Business Services Manager 1	\$ 340.00	\$ 350.20	\$ 360.71
Business Services Manager 2	\$ 315.00	\$ 324.45	\$ 334.18
Senior Admin Officer 1	\$ 263.00	\$ 270.89	\$ 279.02
Senior Admin Officer 2	\$ 232.00	\$ 238.96	\$ 246.13
Admin Officer 1	\$ 215.00	\$ 221.45	\$ 228.09
Admin Officer 2	\$ 195.00	\$ 200.85	\$ 206.88
Admin Officer 3	\$ 178.00	\$ 183.34	\$ 188.84
Admin Officer 4	\$ 153.00	\$ 157.59	\$ 162.32
Admin Officer 5	\$ 137.00	\$ 141.11	\$ 145.34
Admin Officer 6	\$ 80.00	\$ 82.40	\$ 84.87



Rate Sheet

<u>Engineer/Scientist</u>	<u>FY 2022/23</u> <u>Rate/Hour</u>	<u>FY 2023/24</u> <u>Rate/Hour</u>	<u>FY 2024/25</u> <u>Rate/Hour</u>
Technical Manager	\$233	\$253	\$266
Task Leader	\$203	\$221	\$233
Principal Engineer	\$199	\$217	\$229
Senior Engineer	\$179	\$194	\$204
Project Engineer	\$179	\$194	\$204
Staff Engineer	\$148	\$161	\$170
Assistant Engineer	\$123	\$134	\$141
<u>Support Services</u>			
Landscape Architect	\$195	\$211	\$223
GIS Specialist	\$139	\$150	\$158
Senior Engineering Technician	\$112	\$121	\$128
Engineering Technician	\$97	\$106	\$111
CADD Designer	\$93	\$101	\$106
Project Coordinator	\$136	\$148	\$156
Administrative Assistant	\$112	\$121	\$128
<u>General</u>			
Direct Expenses	Cost + 10%	Cost + 10%	Cost + 10%
Subcontract Services	Cost + 10%	Cost + 10%	Cost + 10%
Specialized Computer Applications (per hour)	\$15	\$15	\$15
Mileage	Current IRS Rate	Current IRS Rate	Current IRS Rate
Field Vehicle – Hourly	\$12/hour	\$12/hour	\$12/hour
Field Vehicle – Daily	\$80/day	\$80/day	\$80/day
Field Vehicle – Monthly	\$1,500/month	\$1,500/month	\$1,500/month
B&W Photocopies (per page)	\$0.10	\$0.10	\$0.10
Color Photocopies (per page)	\$0.50	\$0.50	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.



2022 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	263	to	284
Project Manager	205	to	231
Senior Project Engineer	173	to	200
Senior Civil Engineer	184	to	194
Senior Bridge Engineer	179	to	189
Project Engineer	163	to	179
Engineer III	152	to	173
Engineer II	137	to	147
Engineer I	116	to	131
Assistant Engineer	89	to	110
Senior CADD Designer	131	to	152
CADD Designer	95	to	116
QA/QC Engineer	210	to	226
Clerical/Administration	79	to	89

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.



2023 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	276	to	298
Project Manager	215	to	243
Senior Project Engineer	182	to	210
Senior Civil Engineer	193	to	204
Senior Bridge Engineer	188	to	198
Project Engineer	171	to	188
Engineer III	160	to	182
Engineer II	144	to	154
Engineer I	122	to	138
Assistant Engineer	93	to	116
Senior CADD Designer	138	to	160
CADD Designer	100	to	122
QA/QC Engineer	221	to	237
Clerical/Administration	83	to	93

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.



2024 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	290	to	313
Project Manager	226	to	255
Senior Project Engineer	191	to	221
Senior Civil Engineer	203	to	214
Senior Bridge Engineer	197	to	208
Project Engineer	180	to	197
Engineer III	168	to	191
Engineer II	151	to	162
Engineer I	128	to	145
Assistant Engineer	98	to	122
Senior CADD Designer	145	to	168
CADD Designer	105	to	128
QA/QC Engineer	232	to	249
Clerical/Administration	87	to	98

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.



2025 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	305	to	329
Project Manager	237	to	268
Senior Project Engineer	201	to	232
Senior Civil Engineer	213	to	225
Senior Bridge Engineer	207	to	218
Project Engineer	189	to	207
Engineer III	176	to	201
Engineer II	159	to	170
Engineer I	134	to	152
Assistant Engineer	103	to	128
Senior CADD Designer	152	to	176
CADD Designer	110	to	134
QA/QC Engineer	244	to	261
Clerical/Administration	91	to	103

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.

**GRUEN ASSOCIATES STANDARD HOURLY BILLING RATE SCHEDULE
2022-2024**

Labor Category	Fully-Burdened Rate	Fully-Burdened Rate	Fully-Burdened Rate
Partner	\$ 338.28	\$ 351.81	\$ 365.89
Associate Partner	\$ 244.11	\$ 253.87	\$ 264.03
Senior Architect	\$ 208.93	\$ 217.28	\$ 225.97
Senior Planner/Landscape Architect	\$ 209.23	\$ 217.59	\$ 226.30
Director of Landscape Architecture	\$ 229.52	\$ 238.70	\$ 248.25
Director of Planning	\$ 239.36	\$ 248.93	\$ 258.89
QA/QC Manager	\$ 230.38	\$ 239.59	\$ 249.18
Intermediate	\$ 137.15	\$ 142.64	\$ 148.35
Assistant	\$ 113.38	\$ 117.92	\$ 122.63



Grants
Compliance
Funding Management
Community Outreach

HOURLY RATE SCHEDULE

Effective through June 30, 2023

Rates are negotiable and can be modified to establish a fee for each assignment based on the specific project's scope when such projects are identified by the City.

Program Director	\$130
Program Manager	\$110
Senior Program Coordinator	\$95
Program Coordinator	\$85
Program Assistant	\$75

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.

807 S. Lemon Ave, Diamond Bar, CA 91789
tel: 909.895-7146 • fax: 909.859.3881 • www.agi.com.co



Grants
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HOURLY RATE SCHEDULE

Effective through June 30, 2024

Rates are negotiable and can be modified to establish a fee for each assignment based on the specific project's scope when such projects are identified by the City.

Program Director	\$136
Program Manager	\$116
Senior Program Coordinator	\$100
Program Coordinator	\$89
Program Assistant	\$79

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.

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Grants
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HOURLY RATE SCHEDULE

Effective through June 30, 2025

Rates are negotiable and can be modified to establish a fee for each assignment based on the specific project's scope when such projects are identified by the City.

Program Director	\$143
Program Manager	\$122
Senior Program Coordinator	\$105
Program Coordinator	\$93
Program Assistant	\$83

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.



MIG Billing Rate for Labor

	2022	2023	2024
Communication Project Associates	\$110	\$113	\$119
Communication Project Manager	\$165	\$170	\$175
Director of Creative Service	\$170	\$175	\$180
Director of Planning and Community Engagement	\$175	\$180	\$185
Director of Social Marketing	\$195	\$201	\$207
Graphic Design II	\$165	\$170	\$175
Graphic Design II	\$110	\$113	\$119
Principal II	\$235	\$242	\$249
Principal II	\$225	\$232	\$239
Principal I	\$215	\$221	\$228
Project Associate IV	\$145	\$149	\$154
Project Associate III	\$120	\$124	\$128
Project Associate II	\$110	\$113	\$119
Project Associates I	\$95	\$98	\$101
Project Manager II	\$145	\$149	\$154
Project Manager I	\$125	\$129	\$134
Social Media Project Associate	\$130	\$134	\$139





CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Adopt Resolution No. 22-50 Approving the List of Projects for Fiscal Year 2022-23 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-50 Approving the List of Projects for Fiscal Year 2022-23 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

For FY 2022-23, the City will receive an estimated \$1,393,175 from the Road Maintenance and Repair Accountability Act (RMRA) Funds. The proposed project list will be funded with RMRA Funds. At this time, no budget amendment is required. The proposed CIP projects for this fiscal year, new and carry-over projects, will be included in the FY 2022-23 Capital Improvement Program Budget. Budget amendments will be recommended, as needed, at the various phases of project development when City Council action is required and the project budget is updated.

BACKGROUND

On April 28, 2017 Governor Jerry Brown signed Senate Bill 1 (SB-1) (Beall, Chapter 5, Statutes of 2017) which is known as the Road Maintenance and Repair Accountability Act ("RMRA") of 2017. The purpose of the RMRA is to address road maintenance rehabilitation and critical safety needs for state highway, local streets and road systems

Adopt Resolution No. 22-50 Approving the List of Projects for Fiscal Year 2022-23 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017

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using funds from increases in fuel excise taxes, diesel fuel sales taxes, and vehicle registration fee increases.

SB-1 has a Maintenance of Effort (MOE) requirement to ensure that these new roads funds do not supplant existing levels of city general revenue spending on streets and roads. In order for cities to receive RMRA funds, the City must maintain General Fund spending for street, road, and highway purposes at no less than the average expenditures from Fiscal Years 2009–10, 2010–11, and 2011–12. The required MOE for Montebello is \$2,438,124, which the City has met.

The use of RMRA local streets and roads funds is similar but, not identical, to Highway Users Tax Account (HUTA/Gas Tax) use rules. Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects “that include, but are not limited to,” the following: road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components, “including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project.”

ANALYSIS

In order for a project to be considered for SB-1 funding, it must be listed and approved through adoption of a Resolution by the City Council. In addition to the adoption of the recommended Resolution, the projects listed must be included in the City’s adopted budget and updated every year. As part of the approved Fiscal Year 2022-23 Capital Improvement Program (CIP) Budget, the following new and carry-over projects are recommended for SB-1 Funds:

1. HyRAP Streets Project
2. Annual Concrete Repair Project
3. Olympic Boulevard Complete Street Feasibility Study
4. Beach Street Pavement Rehabilitation (Carry-Over)

SUMMARY

Staff is recommending that the City Council adopt Resolution No. 22-50 approving the list of FY 2022-23 CIP Projects for SB-1 funding. Upon adoption of the Resolution, staff will submit the project list to the California Transportation Commission.

ATTACHMENT:

- A. Attachment A – Resolution No. 22-50

RESOLUTION NO. 22-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING A LIST OF PROJECTS FOR FY 2022-23
FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT
OF 2017**

RECITALS

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB-1 includes accountability and transparency provisions that will ensure the residents of the City of Montebello are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Montebello ("City") must adopt by resolution a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB-1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated one million three hundred ninety-three thousand one hundred seventy-five dollars and zero cents (\$1,393,175) in RMRA funding in Fiscal Year 2022-23 from SB-1; and

WHEREAS, this is the sixth year in which the City is receiving SB-1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB-1; and

WHEREAS, the City has undergone a robust public process to ensure public input is included in the community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB-1 project list to ensure revenues are being used on the most high-priority and cost effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB-1 will help the City to maintain and rehabilitate many streets and roads, and add active transportation infrastructure throughout the City this year and similar projects into the future: and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs

RESOLUTION NO. 22-50

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Assessment found that City streets and roads are in poor condition and this revenue will help us increase the overall quality of the City's road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City is afforded flexibility within the projects listed in a given year to make any necessary changes as priorities and needs may require, ' the City will make note of any changes to the proposed project list priorities in the annual Expenditure Report to the California Transportation Commission, and

WHEREAS, the SB-1 project list and overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. The City Council of the City of Montebello finds that:

- (a) The foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following list of proposed projects to be funded in part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account Revenues:

1. **Project Title:** HyRAP Streets Project
Description: The work will consist of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Rubber Aggregate Membrane (ARAM) and is topped with the final layer of HYRAP asphalt pavement.
Project Location:
 - Bluff Road from Washington Boulevard to Date Street
 - Date Street from Bluff Road to Montebello Boulevard
 - Hughes Avenue from Bluff Road to Montebello Boulevard
 - Hughes Avenue from Montebello Boulevard to End
 - Jacmar Drive from Third Street to Montebello Boulevard
 - Mines Street from Bluff Road to Montebello Boulevard
 - Montebello Boulevard from Walnut Avenue to Mines Street
 - Montebello Boulevard from Date Street to Washington Boulevard
 - South Tenth Street from Hughes Street to End
 - South Tenth Street from Beach Street to End
 - South Fifth Street from Mines Avenue to Walnut Avenue
 - South Sixth Street from Jacmar Drive to Beach Street
 - South Sixth Street from Roosevelt Avenue to Mines Street

RESOLUTION NO. 22-50

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- San Marino Avenue from Montebello Boulevard to Greenwood Avenue
- South Spruce Street from Beach Street to Hughes Street
- Walnut Avenue from Montebello Boulevard to End

Estimated Project Schedule:

- Design: Start (08/2021) – Completion (06/2022)
- Construction: Start (08/2022) – Completion (10/2022)

Estimated Useful Life: 10 to 20 years.

2. Project Title: Annual Concrete Repair Program

Description: The Project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, and curb ramps citywide to meet ADA requirements.

Project Location: Citywide, mostly south of Olympic Blvd

Estimated Project Schedule:

- Design: Start (12/2021) – Completion (03/2022)
- Construction: Start (07/2022) – Completion (09/2022)

Estimated Useful Life: 10 to 15 years.

3. Project Title: Olympic Boulevard Complete Street Feasibility Study

Description: Feasibility study for a complete street corridor enhancement project that will address traffic and pedestrian safety, implement active transportation facilities, maximize on-street parking in a high density community, enhance street landscaping with drought tolerant plants, and rehabilitate the pavement.

Project Location: Olympic Boulevard from Concourse Avenue to Montebello Boulevard

Estimated Project Schedule:

- Design: Start (08/2022) – Completion (03/2023)
- Construction: Start (08/2023) – Completion (02/2024)

Estimated Useful Life: 10 to 20 years.

SECTION 3. The following previously proposed and adopted projects may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Montebello is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

1. Project Title: Beach Street Pavement Rehabilitation, Phase 1

Description: Pavement resurfacing; repairs to sidewalks, drive approaches, curb & gutter; ADA curb ramps, pavement striping; etc.

Project Location: Beach St. from Vail Ave. to 5th Street

Estimated Project Schedule:

- Design: Start (09/2020) -Completion (09/2021)

RESOLUTION NO. 22-50

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- Construction: Start (04/2022) – Completion (07/2022)

Estimated Useful Life: 10 to 20 years.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and shall thereupon be in full force and effect upon its execution.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-50 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 22-50

Page 5 of 5

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, 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: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Approve Refund of Federal Transportation Grant Funds to the California Department of Transportation in the amount of \$428,623**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a refund payment to the California Department of Transportation (Caltrans) in the amount of \$428,623 for Federal transportation grant fund expenses deemed disallowed in the November 2020 Incurred Cost Audit; and
- 2) Amend the Fiscal Year 2021-22 adopted budget by increasing appropriations by \$428,623 in Account No. 100-30-330-7050 (General Fund, Public Works, Engineering, Miscellaneous Expense); and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The California Department of Transportation (Caltrans) conducted an Incurred Cost Audit, which was finalized in November 2020 (Attachment C). This audit determined that certain expenses charged to various Federal transportation grants were not allowed. The \$428,623 recommended for repayment is the remaining balance of the amount of the total expenses disallowed (\$479,871) per the Audit. The City Council authorized a partial payment of \$51,248 on August 11, 2021.

The City Council is being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by \$428,623 in Account No. 100-30-330-7050 (General Fund, Public Works, Engineering, Miscellaneous Expense).

Approve Refund of Federal Transportation Grant Funds to the California Department of Transportation in the amount of \$428,623

Page 2 of 3

BACKGROUND

On May 24, 2022, the City received an email from Caltrans requesting immediate reimbursement of Federal transportation grant funds in the amount of \$428,623. This is the remaining balance of the total reimbursement amount referenced in the Corrective Action Plan Letter dated March 19, 2021 (Attachment B) and the November 2020 Incurred Cost Audit (Attachment C).

Finding 1 of the Audit found the City non-compliant with state and federal regulations during the contract procurement for Advanced Applied Engineering, Inc., doing business as Infrastructure Engineers. Additionally, the Audit identified a potential conflict of interest related to the contract with Infrastructure Engineers.

The Audit concluded that in March 2015, the City contracted with Infrastructure Engineers to act as the City Engineer. As the City Engineer, Infrastructure Engineers performed engineering services including: public works engineering management services; city engineering services; traffic engineering services; public works inspection services; development engineering services and capital improvement program and grant management services. The scope of work also included the option of on-demand project specific professional services including, preparation of plans, specifications and estimates (PS&E) and related services.

The Audit also concluded that the City used price as an evaluation factor when procuring the architectural and engineering services, which is prohibited by California Government Code Section 4526 and 23 Code of Federal Regulations (CFR) 172.7 (a) (1) (iii) (B). In addition, the City did not evaluate proposals received based on the evaluation criteria stated in the Request for Proposals (RFP) as required by 23 CFR 172 (a) (1) (iv).

DISCUSSION

Staff continues working with Caltrans on the implementation of corrective actions identified in the audit. This will include formal adoption by the City Council of Caltrans mandated contracting and project management processes as well as modifications to contract language for projects funded with State and Federal funds managed by Caltrans. Staff will work with the City Attorney's office to modify contract language as required by Caltrans and request City Council adoption at a later date.

SUMMARY

Upon the approval of the City Council of the recommended actions, staff will issue payment to Caltrans and in addition continue working on the recommended actions as stipulated in the Audit. The FY 2021-22 budget will be amended, increasing appropriations in Account No. 100-30-330-7050 by \$428,623.

Approve Refund of Federal Transportation Grant Funds to the California Department of Transportation in the amount of \$428,623

Page 3 of 3

ATTACHMENTS:

- A. Attachment A – Caltrans Invoice Nos. 81M02088 and 81M02089
- B. Attachment B – Correction Plan Letter dated March 19, 2021
- C. Attachment C – Incurred Cost Audit, File P1560-0025 dated November 2020

Invoice : 81M02088
Amount: \$402,064.00

**California Department of Transportation
(800) 404-7787
Outside CA: (916) 227-4227
Email: abatementcollectionunit_dofa@dot.ca.gov**

CITY OF MONTEBELLO
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

Invoice Number: 81M02089
Original Invoice Date: 02/07/2022

Due Upon Receipt: \$ 26,559.00

Invoice Description

Repayment for disallowed costs in audit number P1560-0025.
AMS # 0715000053/ Local Federal project # 5247(023)

For invoicing inquiry: please contact : Paula Joy Vargas 916-651-8911

Return this portion with your payment

State of California
Department of Transportation
 ATTN: Cashiering Office
 PO Box 168019
 Sacramento, CA 95816-8019

If unable to pay in full and have no insurance:
Sign, include social security # and payments
will be arranged over a 1 year period (minimum
\$100.00) based upon your invoice amount.

_____(signature)

____ (SSN)

Make check payable to Department of Transportation

To make payment by Visa, Mastercard, American Express or Discover, include your card number, exp. date, and signature:

Credit card payment limited to \$5,000.00 of the original invoice amount.

Signature

() _____
Daytime Phone

City of Montebello
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

Invoice : 81M02089
Amount: \$26,559.00

DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL ASSISTANCE

P.O. BOX 942874, MS-1

SACRAMENTO, CA 95274-0001

PHONE (916) 653-1776

FAX (916) 654-2409

TTY 711

www.dot.ca.gov



Making Conservation
a California Way of Life.

March 19, 2021

James Enriquez
Director of Public Works
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640-3932

Dear Mr. Enriquez:

This letter serves as the California Department of Transportation (Caltrans) Division of Local Assistance's (DLA) corrective action plan for the findings described in the Incurred Cost audit, File P1560-0025, for the City of Montebello (City), dated November 2020.

Finding 1: Deficiencies with Architectural & Engineering (A&E) Procurement and Potential Conflict of Interest

The City was not in compliance with State and federal regulations during the procurement of the A&E consulting firm, Advanced Applied Engineering, Inc, doing business as Infrastructure Engineers. In addition, a potential conflict of interest was identified in relation to the contract with Infrastructure Engineers.

Corrective Actions Required by DLA by August 31, 2021:

1. Reimburse Caltrans \$77,075 in disallowed costs due to the procurement deficiencies identified. In consideration of the circumstances of disallowed funds found in the audit in relation to a lack of responsible charge, DLA will work with the Federal Highways Administration (FHWA) and the City to determine if \$402,064 should be fully reimbursed to Caltrans.
2. Adopt Chapter 10 of the Local Assistance Procedure Manual (LAPM) for the procurement of A&E consultant contracts. Since DLA updates the LAPM annually, it is suggested our partners use similar language as part of their A&E procurement procedures as a best practice: "For procurements of Architectural and Engineering consultants with federal and State funds granted by Caltrans, please follow Chapter 10 of the Local Assistance

Procedures Manual located here: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>."

3. Require appropriate staff to attend the Local Agency A&E Contract Procurement training to become more familiar with the updated procedures in Chapter 10 of the LAPM. The City must submit a list of staff who attended the DLA A&E webinar for verification. The A&E training webinar is available at the below website:
<https://www.youtube.com/watch?v=CtJGAzh1iJc&feature=youtu.be>
4. Designate a City employee as the responsible charge to comply with Chapter 16.2 of the LAPM, and the Federal Master Agreement and regulations.

Finding 2: A&E Contract Management Deficiencies

The City's A&E consultant contract with Infrastructures Engineers was not administered in accordance with State and federal regulations and contract terms.

Corrective Actions Required by DLA by August 31, 2021:

5. Develop consultant contract management procedures that must include, but not be limited to ensure:
 - a. Revise the City's contract template to comply with the deficiencies noted in the audit report and Exhibit 10-R of the LAPM:
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10r.pdf>
 - b. Staff submit and comply with the Exhibit 10-C of the LAPM requirement before executing a consultant contract.
DLA must review and approve the revised process before implementation and training staff.
6. Require applicable staff to attend DLA's Federal Aid Series training on Federal Rules for Contract Administration and Project Completion and submit a list of attendees to DLA for verification.

Finding 3: Construction Contract Procurement and Management Deficiencies

The City did not maintain adequate procedures for managing their construction contract procurement and contract management to meet State and federal regulations.

Corrective Actions Required by DLA by August 31, 2021:

7. Develop construction contract management procedures that must include, but not be limited to ensure:
 - a. Verification that the construction contractor is not suspended or debarred prior to award.
 - b. Ensure project records are to be retained by local agencies for a period of three years from state payment of the final voucher, or a four-year period from the date of the final payment under the contract, whichever is longer, consistent with Section 19.2 of the LAPM.
 - c. Project responsibility resides with the City and remove language that the state has the right to assume full and direct control of the contract.
 - d. Update policy to include advertising for a minimum of three weeks.

DLA must review and approve the revised process before implementation and training staff.

8. Ensure key City personnel are properly trained on the construction contract management procedures once developed. The City will be required to submit a list of staff trained to DLA for verification.

Finding 4: Untimely Requests for Reimbursement (RFR)

The City did not submit RFRs to Caltrans at minimum every six months as required.

Corrective Actions Required by DLA by August 31, 2021:

9. Develop grant or contact management procedures that must include, but not be limited to ensure RFRs are submitted timely within six months.

DLA must review and approve the revised process before implementation and training staff.

James Enriquez
March 19, 2021
Page 4

Paula Bersola will be in contact with the City to discuss the corrective actions in further detail. She may be reached at (916) 651-8911 or [<paula.bersola@dot.ca.gov>](mailto:paula.bersola@dot.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Dee Lam", with a stylized flourish at the end.

DEE LAM, Chief
Division of Local Assistance

c: Michael Solorza, Director of Finance, City of Montebello
Audits Distribution List, [<california.lpa@dot.gov>](mailto:california.lpa@dot.gov), Federal Highway
Administration
Tony Tavaréz, Director, District 7, Caltrans
Paul-Albert Marquez, Deputy District Director, Division of Transportation,
Planning and Local Assistance, District 7, Caltrans
Steve Novotny, District Local Assistance Engineer, Division of Local Assistance,
District 7, Caltrans
Kamal Sah, Chief, Office of Guidance and Oversight, Division of Local
Assistance, Caltrans

FINDINGS AND RECOMMENDATIONS

FINDING 1 – Deficiencies with A&E Procurement and Potential Conflict of Interest

The City was not in compliance with state and federal regulations during the procurement of the A&E consulting firm, Advanced Applied Engineering, Inc, doing business as Infrastructure Engineers. In addition, we identified a potential conflict of interest related to the contract with Infrastructure Engineers.

In March 2015, the City contracted with Infrastructure Engineers to act as their City Engineer. As the City Engineer, Infrastructure Engineers performed engineering services including: public works engineering management services; city engineering services; traffic engineering services; public works inspection services; development engineering services and capital improvement program and grant management services. The scope of work also included the option of on-demand project specific professional services including, preparation of plans, specifications and estimates (PS&E) and related services. Specific procurement and contracting deficiencies are outlined below.

Procurement

The City used price as an evaluation factor when procuring the A&E services which is not allowed by California Government Code 4526 and 23 Code of Federal Regulations (CFR) 172.7 (a) (1) (iii) (B). In addition, the City did not evaluate proposals received based on the evaluation criteria stated in the Request for Proposals (RFP) as required by 23 CFR 172 (a) (1) (iv). As a result, costs totaling \$77,075 reimbursed to the City for Infrastructure Engineers are disallowed.

Deficiencies with Issuing On-Demand Project Specific Work

The City's on-demand project specific work was not in compliance with the City's contract or state and federal regulations. The contract stated that the City can issue RFP at any time for the preparation of Plans Specifications & Estimates and other related services necessary to carry out any project in the City's Capital Improvement Program. However, instead of issuing a project specific RFP as required by 23 CFR 172, the City used a Request for Services. The Request for Services was general in scope and did not contain the type of details required by 23 CFR 172. In addition, the City's contract required proposals to include a listing of standard hourly rates for services by type of personnel and/or services. The Request for Services did not contain this information. We also found that the method of payment for the Request for Services was based on percentage of total estimated construction cost, an unallowable method.

23 CFR 172.7 (i) "...Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications."

23 CFR 172 requires that an RFP provide a clear, accurate and detailed description of the scope of work, technical requirements . . . for the services to be rendered; the submission of a cost proposal; the preparation of an independent cost estimate by the City; and negotiations.

23 CFR §172.9 Contracts and administration. "(b) Payment methods. (1) The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation."

The City stated they had been working with Infrastructures Engineers for many years and the contract administrator followed the City's past practices without knowing the actual state, federal and contract requirements.

For a list of additional procurement deficiencies and related regulations see Attachment B.

Potential Conflict of Interest

A potential conflict of interest occurred due to the contracting arrangements the City had with Infrastructure Engineers. Under the March 2015 contract, the City entered into various Requests for Services for Infrastructure Engineers to perform design PS&E, project management, bidding, award of contract, construction management, inspection and other project specific services. The Infrastructure Engineers employees who were acting as the City Engineer subsequently reviewed and accepted the Requests for Services work performed by other Infrastructure Engineers employees. Several potential conflict of interest events occurred due to this arrangement:

- Infrastructure Engineers performed a management support role as City Engineer, a position that would allow them to exercise authority over the management of work performed by Infrastructure Engineers such as the review and acceptance of the work performed by Infrastructure Engineers under the Request for Services.
- In addition to preparing the PS&E, the City had Infrastructures Engineers performing all aspects of project delivery duties to include: acting as Resident Engineer, construction engineering, construction inspection, project management, and for one project, acting as the Person in Responsible Charge without having compensating controls to help ensure an adequate segregation of duties.

23 CFR 172.7 (b) (5) (iii) states, "A consultant serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to potential conflict of interest."

Caltrans, Division of Local Assistance's (DLA) Local Assistance Procedure Manual (LAPM) Chapter 10.9 Miscellaneous Consideration, states that a consultant in a management role (i.e. City Engineer) shall not participate in, or exercise authority over management of work performed by the consultant's firm.

LAPM Chapter 10.1 Consultants Performing Work on Multiple Phases of Federal-aid Projects states in part, "...All consultants acting in a management support role must complete Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement..." The City did not submit the required Exhibit 10-U statement to notify Caltrans that they had Infrastructure Engineers acting in 'management support roles' as City Engineer and Project Manager.

Person in Responsible Charge

The City had an Infrastructure Engineers staff acting as one of the City's Person in Responsible Charge for project HSIPL-5247(020), which is not in compliance with federal regulations, the Caltrans/City agreements, and the LAPM. The Infrastructure Engineers employee acting as the City Engineer signed the Requests for Reimbursements submitted to Caltrans along with completing and approving the Local Agency Invoice Review Checklist as the Person in Responsible Charge for the project. In addition, as noted above, Infrastructures Engineers also performed all aspects of project development and management for this project. The LAPM Chapter 20.2 Unrecoverable Project Deficiencies states in part, "...When the local agency hires a consultant to provide construction-engineering services for a project, the local agency is still required to provide a full-time employee of the agency to be in responsible charge of the project. Failure to do so shall make the construction phase ineligible for reimbursement with federal funds..." Therefore, because the City had Infrastructure Engineers staff acting as the Person in Responsible Charge, the related construction contract HSIPL-5247(020) costs totaling \$402,064 are disallowed.

23 CFR 172.9 (d) (1) Responsible Charge states in part, "A full-time, public employee of the contracting agency qualified to ensure that the work delivered under contract is complete, accurate, and consistent with the terms, conditions, and specifications of the contract shall be in responsible charge of each contract or project. . . the contracting agency shall designate a public employee as being in responsible charge..."

Caltrans/City agreement 07-5247R, Article I, Paragraph 15 states, "ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each

project. While consultants may perform supervision and inspection work for project with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each project."

For a summary of disallowed costs see Attachment A.

The City stated they were not familiar with state and federal procurement regulations, conflict of interest, or the Person in Responsible Charge requirements. Additionally, the City did not have procurement policies and procedures established when the City contracted with Infrastructure Engineers. However, both City staff and the Infrastructure Engineers employee acting as the Person in Responsible Charge, signed the Request for Reimbursement invoice review check list (LAPM Exhibit 5-J) submitted to Caltrans. All signatories of this form, "certify that the costs claimed follow pertinent program guidelines, and all Federal/State regulations. All consultant and contractor agreements have been reviewed and approved in accordance with the LAPM Chapter 10 "Consultant Selection" and Chapter 16 "Administer Construction Contracts"."

Because the City contracted with Infrastructure Engineers to perform all aspects of project development and oversight without having necessary compensating controls, the City runs the risk of Infrastructures Engineers not disclosing deficiencies in the work they perform. In addition, the City may not be able to ensure that the public's best interest is maintained throughout the life of a project.

RECOMMENDATIONS

- A. Reimburse Caltrans \$77,075 in disallowed costs due to the procurement deficiencies identified.
- B. Update procurement guidelines and policies to conform with the requirements stipulated in the Caltrans agreements and state and federal procurement regulations.
- C. Reimburse Caltrans \$402,064 in disallowed construction costs due to issues with the Person in Responsible Charge.
- D. Implement the requirements of California Government Code 4526, 23 CFR 172, and the LAPM to include Chapter 10 that deals with procuring consultant contract, consultant conflict of interest requirements, and the City's responsibilities to mitigate conflicts of interest and train staff accordingly.
- E. Implement the requirements of LAPM Chapter 20, 23 CFR 172, and the Caltrans/City agreement to ensure a full-time City employee(s) acts as a Person in Responsible Charge and train staff accordingly.

F. Take DLA's Architecture and Engineering consultant procurement training.

FINDING 2 - A&E Contract Management Deficiencies

The City's A&E consultant contract with Infrastructures Engineers was not administered in accordance with state and federal regulations and contract terms. Specific deficiencies in managing the Infrastructures Engineers' consultant contract are outlined below.

Missing Required Contract Provisions

The City did not ensure all the required provisions were included in the contract as follows:

Missing Provisions	Criteria
Allowable Costs and Method of Payments	23 CFR 172.9 (c) (ix); 23 CFR 172.9 (b) (1).
Cost Principles and Administrative Requirements	23 CFR 172.9 (c) (1) (ix)
Audit Review Procedures	LAPM Chapter 10 Exhibit 10R
Prohibition of Expending State or Federal Funds for Lobbying	23 CFR 172.9 (c) (2)
Subcontracting	Caltrans/City agreement, Exhibit A (2) (3)
Debarment and Suspension	2 CFR 200 Appendix II (H)
State Prevailing Wage Rates	2 CFR 200 Appendix II
Rebates, Kickbacks and Other Unlawful Consideration	2 CFR 200 Appendix II
Equipment Purchase	LAPM Chapter 10 Exhibit 10R

The City did not submit a required LAPM Exhibit 10-C, Consultant Contract Reviewers Checklist to the Division of Local Assistance Engineer (DLAE). According to LAPM Chapter 10.5, the Exhibit 10-C is required for local agencies to complete before executing the consultant contract to help ensure that all federal and state requirements have been met.

The City stated they were not aware of contract and Caltrans/City agreement language, state and federal regulations, and the LAPM, and thought that the City Attorney's review ensured all the contract language met federal and LAPM requirements. Without the required state and federal contract provisions, the City risks not being able to enforce contract requirements and risks billing Caltrans for unallowable costs.

Deficiencies in Consultant Procurement Guidelines and Policy

The City established Procurement Guidelines in 2017; however, the guidelines and the City's Municipal Code policies were incomplete and did not include several requirements for procurements using state and federal funds.

For a summary of specific deficiencies see Attachment C.

The City stated they were not aware of the federal and LAPM requirements. Without adequate procurement guidelines and policies, the City may not be able to support that consultant contracts are procured in a competitive manner and that a fair and reasonable price is obtained.

RECOMMENDATIONS

- A. Include state and federal regulations, Caltrans/City agreements, and LAPM required language in all third-party contracts.
- B. Require staff to submit and comply with the LAPM Exhibit 10-C requirements before executing a consultant contract.
- C. Require Contract Administer and City employees involved with contract administration to attend DLA's Federal Aid Series training, specifically on Federal Rules for Contract Administration and Project Completion.

FINDING 3 – Construction Contract Procurement and Management Deficiencies

The City did not maintain adequate procedures for managing their construction contract procurement and contract management to meet state and federal regulations. We tested one construction project with costs totaling \$639,995 during our audit period. Specific deficiencies identified are outlined below.

Did Not Verify Construction Contractor Eligibility

Based on our testing of the construction contractor procurement, we found that the City did not have documentation to verify the construction contractor was not suspended or debarred. The City did not have established procurement policies and procedures at the time the construction contract was awarded. Without verifying whether the contractor is suspended or debarred, the City did not comply with federal regulation and increases the risk of contracting with contractors that are prohibited from working on federally-funded projects.

The audit team was able to determine that the contractor was not suspended or debarred during the time of our audit.

23 CFR 635.110 (e) states, "Contractors who are currently suspended, debarred or voluntarily excluded under 49 CFR part 29 or otherwise determined to be ineligible, shall be prohibited from participating in the Federal-aid highway program."

Inaccurate Construction Contract Language

We identified two contract provisions that did not adhere to federal and LAPM requirements. Article XI of the contract stated that the project and financial records must be retained for five years from the expiration of the contract unless given permission by the City to destroy the records rather than the required three years from submission of the final expenditure report. In addition, the contract language under Article XII stated that the State of California shall exercise general supervision and shall have the right to assume full and direct control of the contract. It is the City's responsibility to provide or arrange adequate supervision over the projects of local streets and roads.

2 CFR 200.333 states, in part, "Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report..."

LAPM, Chapter 2 (2013), Roles and Responsibilities, states, in part, "The responsibility for implementing individual projects on the local streets, roads, and other transportation systems resides with the local agencies, principally the cities and counties."

The City stated they thought the City Attorney's review ensured all the construction contract language met federal and LAPM requirements before it was executed. If the City expects Caltrans to exercise general supervision on projects the City may not fulfill their contract oversight responsibilities. If the City permits the contractor to discard project records prior to three years from the date of the final expenditure report, they may not be able to support contract costs.

Requirement Missing from the City's Municipal Code Policy

The City's Municipal Code Policy did not include the requirement to advertise Invitations for Bid for a minimum of three weeks as required when using federal funds.

23 CFR 635.12 (b) states, in part, "The advertisement and approved plans and specifications shall be available to bidders a minimum of 3 weeks prior to opening of bid..."

RECOMMENDATIONS

- A. Prior to contract award, verify and document that the construction contractor is not suspended or debarred.
- B. Revise Article XI of the contract to require that all records be maintained for a minimum period of three years from the date of submission of the final expenditure report to Caltrans.
- C. Remove Article XII from the contract or modify the language to ensure that project responsibility resides with the City and remove language that the state has the right to assume full and direct control of the contract.
- D. Update the Municipal Code Policy to include advertising for a minimum of three weeks.

FINDING 4 – Untimely Requests for Reimbursement

The City did not submit Requests for Reimbursement (RFR) to Caltrans at minimum every six months as required. For five of the seven RFRs tested, two were not submitted timely as follows:

- Project HSIPL-5247 (020) RFR No 2 was received July 26, 2016 and RFR No. 3 was received July 6, 2017, six months late.
- Project STPL-5247(023) RFR No.1 was received February 24, 2017 and RFR No. 2 was received January 19, 2018, five months late.

Caltrans/City agreement 07-5247R and 07-5247F15, Article IV, Paragraph 4 states, in part, "ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered. . ."

The City stated they were not aware of the Caltrans/City agreement requirements. Failure to invoice timely could result in the loss of funding because project(s) may be placed on the "inactive list" or suspended due to no reported project activity. Also, late invoices can also impact the timeliness of Caltrans oversight and increase risk of billing for unallowable or unreasonable costs.

RECOMMENDATION

- A. Submit invoices to Caltrans at least every six months.

ATTACHMENT A - Summary of Disallowed Costs

Findings:	HSIPL-5247(020)	STPL-5247(023)	HSIPL-5247(024)	Total
Finding 1: A&E Procurement and Contracting Issues	X	\$26,559	\$50,516	\$402,064
Finding 1: Person in Responsible Charge	\$402,064	X	X	\$77,075
Total Disallowed Costs:	\$402,064	\$26,559	\$50,516	\$479,139

ATTACHMENT B - Summary of Consultant Procurement Deficiencies and Related Regulations

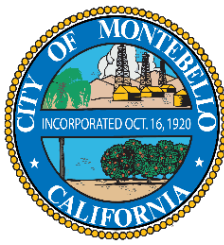
City Engineering Service A&E Contract with Infrastructure Engineers	
Deficiencies	Criteria
Criteria weights were not identified in the RFP	23 CFR 172.7 (a) (1) (ii) (C)
Price was used as an evaluation criterion	23 CFR 172.7 (a) (1) (iii) (B)
Proposals were not evaluated based on the criteria established in the RFP	23 CFR 172.7 (a) (1) (iv) (A)
Independent cost estimates were not prepared	23 CFR 172.7 (a) (1) (v) (B)
Conflict of interest requirement for evaluation panel members was not met (Exhibit 10-T was not submitted)	LAPM 2013, Chapter 10.9
An acceptable method of payment was not specified in the RFP	23 CFR 172.9 (b) (1)
A maximum contract amount was not specified in the RFP	23 CFR 172.9 (a) (3) (ii)
Debarment and suspension verifications were not performed	23 CFR 172.7 (b) (3)
Inaccurate on-demand service procedure	23 CFR 172.9 (a) (3) (iv) (B)
Price negotiations were not performed	23 CFR 172.7 (a) (1) (v) (A)

ATTACHMENT C - Summary of City Procurement Guidelines & Policy Deficiencies

Requirements Not Included in the City's Procurement Guidelines	
Deficiencies	Criteria
Identification of selection committee members	23 CFR 172.7 (a) (1) (iv) (F)
Record of receiving proposals, statement of qualifications	
Evaluation and ranking records such as original score sheets from all panel members, short list questions and other documentation	
Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines)	23 CFR 172.7 (a) (1) (v) (E)
A&E Consultant Audit Request Letter and Checklist (Exhibit 10-A)	LAPM Chapter 10.1.8
Consultant contract checklists (Exhibit 10-C)	
Consultant Certification of Costs and Financial Management (Exhibit 10-K)	
Contract oversight and progress meeting documents	
Executed consultant contracts, cost proposals and amendments (Exhibit 10-R)	
Performance evaluation (Exhibit 10-S)	
Certifications and Conflict of Interest forms (Exhibit 10-T, Exhibit 10-U)	
Documentation of DBE participation	

Continued

Requirements Not Included in the City's Municipal Code Policy	
Deficiencies	Criteria
Conflict of Interest (No requirement for Exhibit 10-T)	LAPM Chapter 10.9; 23 CFR 172.7 (b) (4)
Advertisement for Request for Proposals is not a minimum of 14 days	23 CFR 172.7 (a) (1) (ii) (G)
Does not conform to the 23 CFR 172, 23 CFR 635, LAPM Chapter 10	Caltrans/City agreement No.07-5247F15 Article I (9)



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Adopt Resolution No. 22-54 Authorizing the Waiving of Facility Rental Fees for Senior Clubs at the Montebello Senior Center**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt a Resolution authorizing the Waiving of facility rental fees for senior clubs at the Montebello Senior Center; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Four (4) senior clubs currently utilize the Montebello Senior Center located at 115 S. Taylor Avenue ("Senior Center") in the City of Montebello to host meetings and events. Based upon the City's current adopted fee schedule, the senior clubs should be charged at the Category 2 fee for facility rentals, which is \$10 per hour for meetings and \$35 per hour for dances or other activities. In total, the City would receive approximately \$18,200 in revenue from fees collected for club meetings and events.

Staff is recommending the City waive facility rental fees for the four (4) senior clubs listed below indefinitely, as they provide seniors with social opportunities that supplement City programming, allowing for community connections and engagement. The listed senior clubs will still be required to pay Senior Center facility rental fees for any dates and times outside of their normal meeting and dance periods as identified in the attached Resolution (No. 22-54).

The waiving of fees will have an impact on projected revenue for the General Fund. The estimated \$18,200 annually will not be realized for Fiscal Year 2022-23 and beyond.

Adopt Resolution No. 22-54 Authorizing the Waiving of Facility Rental Fees for Senior Clubs at the Montebello Senior Center

Page 2 of 3

However, this is a relatively modest loss of revenue that can be absorbed, as the end goal is to provide low-cost access to the City's senior clubs.

BACKGROUND / ANALYSIS

The Senior Center is currently utilized by the following four (4) senior clubs to host meetings and events as listed in the attached resolution:

- Club Latino of Senior Citizens of Montebello
- Gad-A-Bouts Senior Citizens Club
- Happy Years Senior Club
- VIP Senior Citizen's Club of Montebello

Previous to the pandemic there was also a Silver Year Senior Club that is now operated by City staff as a Tuesday social club, and is considered part of the Senior Center's programming.

The clubs have been in existence since the early 1990's and offer social opportunities for seniors in the Montebello community. Each club typically hosts a meeting and a dance once per week at the Senior Center. The clubs additionally offer other programming available to seniors, such as trips and luncheons.

Staff is recommending the City waive facility rental fees indefinitely for the senior clubs listed above due to the benefit they provide the Montebello senior community. The clubs currently pay the City's Category 2 fee for facility rentals which is \$10 per hour for meetings and \$35 per hour for dances. In order to qualify to have facility rental fees waived, the senior clubs must have nonprofit status in current standing and proof of liability insurance on file. All senior clubs that currently utilize the Senior Center have necessary documents on file with the City. Additionally, senior clubs must be open to all seniors fifty years and older with no restrictions. Any newly formed Senior Clubs would be required to go through the normal Senior Center facility reservation process, including paying the City Council approved rental fees.

The senior clubs have not held formal meetings or events since March 2020 while the Senior Center was closed due to the pandemic. The Senior Center is now open for regularly scheduled programming and the senior clubs will begin their monthly activities. Waiving fees for the senior clubs aims to make the Senior Center more accessible to the clubs and offer additional social opportunities and programming to the Montebello community. The City will nevertheless, reserve the right to rescind the facility rental fee waiver by further City Council action.

SUMMARY

Staff recommends that the City Council consider waiving facility rental fees indefinitely for the aforementioned senior clubs to utilize the Senior Center facility for their meetings and

Adopt Resolution No. 22-54 Authorizing the Waiving of Facility Rental Fees for Senior Clubs at the Montebello Senior Center

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dances. Senior clubs are vital to the health and wellness of the Montebello senior community and the City aims to make these social opportunities readily accessible.

ATTACHMENTS

- A. Attachment A – Resolution No. 22-54

ATTACHMENT A

RESOLUTION NO. 22-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE WAIVING OF SENIOR CENTER FACILITY RENTAL FEES FOR SPECIFIED SENIOR GROUPS' MEETINGS AND DANCES

RECITALS

WHEREAS, the Montebello City Council ("City Council") adopts a user fee schedule from time to time which establishes fees charged for rental of City of Montebello ("City") owned facilities; and

WHEREAS, the City desires to waive Montebello Senior Center ("Senior Center") facility rental fees for the following clubs: the Club Latino of Senior Citizens of Montebello, the Gad-A-Bouts Senior Citizens Club, the Happy Years Senior Club, and the VIP Senior Citizen's Club of Montebello to host their club meetings and dances (collectively, the "Senior Groups"); and

WHEREAS, the Senior Groups have a long-standing history of facility use for meetings and dances at the Senior Center; and

WHEREAS, the Senior Groups are vital to the health and wellness of the Montebello senior citizen community; and

WHEREAS, the City Council desires to make these Senior Groups more readily accessible through the waiving of Senior Center facility rental fees in the interest to provide enhanced social opportunities for the senior citizen population at large.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE WAIVING OF SENIOR CENTER FACILITY RENTAL FEES FOR SPECIFIC SENIOR GROUPS' MEETINGS AND DANCES; AND

SECTION 1. Waive Senior Center rental fees for the following Senior Clubs' meetings and dances:

A. Dates and Times of Waived meetings and dances:

1. **Club Latino of Senior Citizens of Montebello**; 1st and 3rd Saturday of each month, meeting from 9-11a.m. and dance from 12-3 p.m.

RESOLUTION NO. 22-54

Page 2 of 3

2. **Gad-A-Bouts Senior Citizens Club**; every Wednesday - meeting from 11 a.m. – 12 p.m.
3. **Happy Years Senior Club**; every Thursday – meeting from 10 a.m. – 12 p.m. and dance from 12 – 4 p.m.
4. **VIP Senior Citizen’s Club of Montebello**; every Friday - meeting from 12-1 p.m., and dance from 1-4 p.m.

B. The waiver of rental fees shall not apply to those meetings and dances held outside of the approved dates and time listed in Section 1, paragraph A of this Resolution.

SECTION 2. The facility rental fees shall be waived indefinitely provided the listed Senior Clubs comply with all required policies, rules, City codes, local and state laws. The City reserves the right and authority to rescind this Resolution and reinstate any applicable facility rental fees at any time by and through further action of City Council.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

RESOLUTION NO. 22-54

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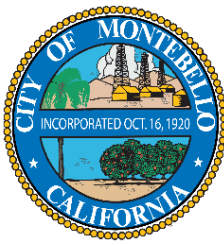
I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-54 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:**NOES:****ABSTAIN:****ABSENT:**

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, 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: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: **Approve Submission of Application for the Los Angeles County Measure B Grant 2022**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the submission of a grant application for the Los Angeles County Department of Health Services, Emergency Medical Services (EMS) Agency, Measure B Grants Program; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Los Angeles County Department of Health Services, Emergency Medical Services (EMS) Agency Measure B Grants Program currently has a funding opportunity to submit a competitive grant application in partnership with Culver City Fire Department. The scope of the project is to purchase lifesaving emergency equipment. The City could potentially receive up to \$26,000 in grant funding. This funding opportunity has no local matching funds requirement. If the grant is awarded and once the award amount is determined, staff will return to the City Council with a request to enter into an agreement with Culver City Fire Department to receive equipment and/or funds to purchase equipment, as well as request appropriation of the funds.

BACKGROUND

The Los Angeles County Emergency Medical Services (EMS) Agency coordinates Measure B funding through its Advisory Committee. Measure B is a special property

Approve Submission of Application for the Los Angeles County Measure B Grant 2022

Page 2 of 2

assessment that was passed by the voters of Los Angeles County on November 5, 2002. This assessment is imposed upon all improvements (buildings) located in Los Angeles County and is added to Los Angeles County property taxes to provide funding for the Countywide System of Trauma Centers, Emergency Medical Services, Bioterrorism Response and Administration. Proposals for Measure B funding are submitted each year from April 15 through July 15. The proposals must meet the authorized uses for Measure B funding and the established goals.

Funded activities must fall within one of the following areas: Trauma Centers, Emergency Medical Services, Bioterrorism Response and Administration. The funding is to improve public health and safety and emergency medical response.

DISCUSSION

The objective of the Los Angeles County Emergency Medical Services (EMS) Agency, Measure B grants program is to fund emergency medical projects and activities that focus on improving emergency medical services. The Montebello Fire Department is seeking to submit a grant proposal in partnership with the Culver City Fire Department for funding that will be used towards emergency response equipment utilized by Operations/Suppression personnel.

The Culver City Fire Department will serve as the lead agency on the Measure B Grant and will be the pass-through agency for the following Fire Departments: Pasadena, Santa Monica, Long Beach, Burbank, Montebello, and Monrovia. This joint endeavor is a regional effort by local municipal fire departments to share resources and ensure up-to-date emergency equipment is available to all regional local fire departments.

Once the proposed project is awarded, the Department will enter in to a sub-agreement between Culver City Fire Department and each individual department. The agreement is intended to ensure that each department receiving Measure B funding complies with the Los Angeles County Contract Grant. The additional funding resources would provide much needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of fire services to the community.

SUMMARY

That the City Council approve the submission of the grant proposal application for the Los Angeles County Emergency Medical Services Agency Measure B Grant 2022.

ATTACHMENT:

None



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lupita Ibarra, Director of Transportation

SUBJECT: **Approve Issuing an Unarmed Transit Security Guard Services Request for Proposal, No. 22-7**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve issuing an Unarmed Transit Security Guard Services Request for Proposal, No. 22-7 (RFP No. 22-7); and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no fiscal impact related to issuing RFP No. 22-7 for unarmed transit security guard services (see Attachment "A"). Once a contractor (Contractor) is selected for award, the City Council will be presented an agreement for approval and recommendation to amend the Fiscal Year (FY) 2022-2023 Budget as needed to appropriate funds. The requested services will be funded primarily with FY 2022-2023 Proposition C 5% Security funds, which are accounted for in the Transit Operating Fund (Fund 600).

BACKGROUND

The City of Montebello (City) operates Montebello Bus Lines (MBL) to provide public transportation services to the City and neighboring communities. The City is soliciting competitive proposals from fully qualified and experienced security Contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system. RFP No. 22-7 seeks a Contractor that will work with MBL, the Montebello Police Department (MPD), and jurisdictional partners to provide a

Approve Issuing an Unarmed Transit Security Guard Services, Request for Proposal No. 22-7

Page 2 of 3

safe and secure environment for our passengers and bus operators, generate positive customer engagement, and address nuisance behaviors within MBL's transit system. The Contractor will deploy unarmed transit security guards wearing noticeable uniforms, to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL's eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL's main transportation facility.

As MBL strives to increase its security profile, staff recommends that the City adopt a hybrid security deployment strategy that utilizes contracted security with oversight and support from the MPD. The security Contractor will be properly trained, supervised, and have performance metrics that will allow both MBL and MPD to manage their activities. This approach will expand MBL's security presence and create an environment that gives passengers and bus operators peace of mind as they ride within our transit system.

Once approved, the notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning June 23, 2022. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be August 11, 2022. It is anticipated that a Contractor will be selected in August, with an award of a professional services agreement brought before the City Council for consideration shortly thereafter.

ANALYSIS

MBL requests approval to issue RFP No. 22-7, to identify a Contractor that will provide unarmed transit security guard services for the agency's transit system. The Contractor will deploy security officers to perform the services outlined in RFP No. 22-7, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms. The selected Contractor will furnish all insurance, licenses, permits, supervision, equipment, uniforms, transportation, labor, benefits, and taxes throughout the term of the agreement.

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

<u>Qualitative and Price Considerations</u>		
1	Project Management Plan	20 points
2	Proposed Team	10 points
3	Qualifications and Experience	15 points
4	Technical Approach	30 points
5	Best Price Proposal	25 points
Total		100 points

Approve Issuing an Unarmed Transit Security Guard Services, Request for Proposal No. 22-7

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The award selection will be based upon consideration of a combination of qualitative and price factors to determine the offer deemed most advantageous to the City.

SUMMARY

Staff recommends that the City Council approve issuing RFP No. 22-7, attached hereto in substantial form, for unarmed transit security guard services; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT:

- A. Attachment A – Request For Proposal (RFP) No. 22-7

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-7



Unarmed Transit Security Guard Services

June 23, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

<https://www.planetbids.com>

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EXHIBITS

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Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

Introduction/ Background

The City of Montebello (“City”), Montebello Bus Lines (“MBL”), is soliciting competitive proposals from fully qualified and experienced security contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City’s transit system. MBL’s top priority is to provide safe and secure public transportation services to City residents and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL’s transit system consists of 35-40ft buses (including three electric buses); thirty-eight hybrid and twenty-eight Compress Natural Gas (CNG) buses, one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. The agency provides service to eight fixed routes, the longest of which is 27.2 miles. On any given week the buses are on the road for an average of 810 hours, providing connections to neighboring transit agencies such as METRO, Norwalk Transit, Foothill Transit, and Metrolink.

The awarded contractor (“Contractor”) will work with MBL, the Montebello Police Department (“MPD”), and jurisdictional partners to provide a safe and secure environment for our passengers and bus operators, generate positive customer engagement, and address nuisance behaviors within MBL’s transit system. The Contractor will deploy unarmed transit security guards wearing noticeable uniforms, to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL’s eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL’s main transportation facility. In addition, the Contractor 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 (“DBE”) 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: June 23rd, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-7
TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

UNARMED TRANSIT SECURITY GUARD SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced security contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system.

The term of the proposed agreement shall be for three-year term with two one-year term options commencing upon the date of the contract execution between the City and the successful Contractor.

A Pre-Proposal Meeting will be held on **Thursday, July 7, 2022**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

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

Name: Rohan Anderson
Title: Senior Procurement 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's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact 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, August 11, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer

affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and 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 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 and MBL 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 MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Lupita Ibarra
 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

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 23 th , 2022
Pre-Proposal Meeting	Thursday	July 7 th , 2022
Deadline to Submit Questions	Thursday	July 14 th , 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	July 26 th , 2022
Deadline to Submit Proposals	Thursday	August 11 th , 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of August 22 nd , 2022	

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 # 5	
2	Letter of Transmittal	Page # 44	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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.com](http://www.planetbids.com) Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, August 11, 2022.**

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. It shall be the City's right 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. 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.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements 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.com](https://www.planetbids.com) web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 14th, 2022**. 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 may 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.

STATE CREDENTIALS 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 Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of 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-Contractors 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 professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful contractor (the "Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Contractor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of 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 Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

The Contractor 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 Contractor 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 Contractor 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 agreement resulting from this RFP (the "Agreement") 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 RFPs.

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 Senior Procurement 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,
Senior Procurement 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.com](https://www.planetbids.com)

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 five (5) years of transit security service 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:

Qualitative Considerations

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

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Security Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing security services projects of the same or similar magnitude. Presentation of a catalog of transit security experience and expertise most advantageous to the City.	15 points

4	<u>Technical Approach</u> Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

All other Price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 25 (Total Points Available for Price Evaluation).

SECTION 3 - OTHER REQUIREMENTS**LICENSING AND PERMITS**

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services including, but not limited to, a California Private Patrol Operator's License issued by the Department of Consumer Affairs.

The Contractor and its employee shall possess all licenses, registrations and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. The contractor is responsible for ensuring that any Security Guard working at an MBL site is properly licensed under California law.

Contractor's security guards shall be registered and have a valid guard registered card in their possession while on duty. Guard registration guard shall be presented to MBL upon request. If a guard is unable to present his/her guard registration card upon demand, he/she shall be relieved from duty and the contractor shall provide a security guard who has appropriate credentials in his/her possession.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature

of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of \$250 per violation.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 10% of the first year bid price.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the PlanetBids.com Portal.

Performance Guarantee

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

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

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking

institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

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

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

The City, through MBL, is soliciting competitive proposals from fully qualified and experienced security Contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City’s transit system. The purpose of these services is to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL’s eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL’s main transportation facility. With oversight and support provided by MBL and the Montebello Police Department (“MPD”), the Contractor shall deploy security officers to perform the services, outlined in the Scope of Work, for a three-year term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The selected Contractor shall furnish all insurance, licenses, permits, supervision, equipment, uniforms, transportation, labor, benefit and taxes throughout the term (3 years) of the agreement. The Contractor will adhere to all applicable State of California, Los Angeles County, and City rules and regulations. In addition, the City will suggest and provide policy direction that ensures all passengers arrive at their destination safely. The security Contractor will assist in the creation and implementation of safe practices.

Project Overview

As MBL strives to increase its security profile, staff recommended that the City adopt a hybrid security deployment strategy that utilizes contracted security with oversight and support from the MPD. The security Contractor will be properly trained, supervised, and have a performance metrics that will allow both MBL and MPD to manage their activities. This approach will expand MBL’s security presence and create an environment that gives passengers and bus operators a peace of mind as they ride within our transit system. MBL has adopted a hybrid security deployment strategy.

The contracted security must be able to assess a situation quickly and take appropriate action, without hesitation, within their scope of authority. They must be capable of de-escalating most any situation and help to resolve conflicts that arise between customers, as well as between customers and Bus Operators. They must be able to work cooperatively and effectively with their assigned partners, MBL Dispatch and Field Supervisors, MPD Transit Liaison Police Officers and other law enforcement personnel within the jurisdiction the buses are being operated.

During operation and non-business hours, the contracted security personnel must remain vigilant and attentive, assist in monitoring CCTV systems, and providing foot patrols on their assigned bus route or post in order to control access, prevent or detect crime and respond to incidents as appropriate. Contractor employees assigned to MBL must be of the highest professional quality, well-trained and experienced in all relevant security, first aid and terrorism awareness concepts and able to provide excellent, attentive compassionate and unbiased customer and security service at all times.

Contractor Responsibilities

The Contractor will provide all services, locations, hours and staffing described herein, subject to prior MBL approval. Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to MBL, provided MBL provides at least seven (7) business days' notice of the change.

Contractor will provide and manage Security Officers and Security Supervisors for all shifts in accordance with this Scope of Work and the Post Orders.

Contractor will assign mobile Security Supervisors to conduct frequent Post Inspections each week, two (2) per night at each post (Transit main facility, Metrolink station, transit centers and of the on-duty Transit Security Liaison Officer teams) all during hours of darkness and at random times. The Supervisor will conduct these inspections and document and report them in the manner MBL approves. The Supervisor will observe and document relevant aspects of the security officer's appearance, status and performance as MBL specifies and correct any deficiencies observed.

All contracted security personnel will receive training in and are required to know, understand and adhere to relevant MBL written policies and procedures such as those prohibiting workplace violence and sexual or other forms of harassment.

Transit Security Manager

The Transit Security Manager (TSM) primary functions are:

- Act on behalf of the Contractor on all matters related to the Agreement.
- Report to and coordinate with City Representative(s) on a monthly basis.
- Maintain an effective quality control and complaint resolution system.
- Respond to Contract discrepancy reports on an as-needed basis.
- Establish operational procedures in consultation with City Representative(s).
- Develop post orders as needed in conjunction with City policy.
- Meet with City designated City representative on a regular basis.
- Ensure compliance with contractual staffing, training, and equipment requirements.

The position is the primary “Point of Contact” for the contracted security. The assigned will report to Transportation Operation Manager or designee. TSM must be knowledgeable about and adhere to Contractor’s standards regarding safety and ensure compliance of subordinates through regular reviews and inspections.

Security Supervisor Responsibilities

Security Supervisor Personnel

Location: Transit System

The Transit Security Supervisor’s (TSS) primary functions are:

- Respond to on-site incidents involving subordinates or respond to requests from the City Representative(s) within one (1) hour following an occurrence/ request.
- Conduct on-site supervision, inspection, and guidance to on-duty security officers.
- Assure proper assignment and relief coverage. Notify the City Representative(s) of uncovered posts immediately and be prepared to step in.
- Review, correct, and approve subordinates’ logs and reports.
- Maintain knowledge of City operational areas, facilities, and property as well as adjoining areas. Apply security expertise to issues that arise and propose best-practices and solutions to TSM, MBL Operation Manager, MPD Transit Liaison Police Officer, City Representatives, and on-site security officers.
- Support TSM’s efforts to deliver high quality security services.
- Ensure subordinates’ compliance to all terms of the Contract, post orders, and City policy, rules, and regulations.
- Provide detailed written results of investigations at the request of the City Representative.

The Transit Security Supervisors are working supervisors. They perform the same duties as the security officers they supervise, in addition to supervising and coordinating the activities of their respective teams, providing training, reviewing and approving all reports, logs and other documents their team members produce, consulting regularly with MBL Security Management and attending monthly supervisor meetings with the TSM.

Security Officers (Transit Security Liaisons) Responsibilities

Facility Security Personnel

Location: 400 South Taylor Ave, Montebello, CA 90640

The Security Officers’ primary functions are:

- Excellent customer service
- Access control
- Foot patrol of assigned property(s)
- Accurate documentation of bus ingress and egress
- Boarding and inspecting buses entering the properties from regular service
- Producing accurate and legible reports, logs and other documents
- All in full accordance with the Scope of Work and Post Orders

The Transit Security Liaisons (TSL) must remain professional, courteous and attentive at all times, be able to observe and accurately assess activities within and around their assigned properties and provide accurate and timely reporting when and as appropriate.

Metrolink Station and Tiny Homes Security Personnel

Location: 2000 Flotilla Street, Montebello, CA 90640

The Security Officers' primary functions are:

- Provide trained and qualified unarmed security personnel to secure and protect the Metrolink Station, and the Tiny Homes site against fire, theft, accidents, safety hazards, damages, and trespass.
- Ensure the safety and security of the Metrolink Station patrons, the Tiny Homes participants and staff, and surrounding neighbors.
- Open/Close security gate to park-and-ride lot as needed.
- Patrol the Metrolink Station, the external perimeter of the Tiny Homes site, and the surrounding vicinity on a continuous basis.
- Observe any criminal activity, fire, the threat to property or person, unusual activity or hazardous conditions at the Metrolink Station and the Tiny Homes site; and promptly report and take appropriate action. Immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.
- Maintain a professional and personable demeanor at all times while on duty – including, but not limited to, demonstrating discipline, integrity, accountability, and excellent appearance.
- Periodically inspect all exits and respond to alarms indicating unauthorized use.
- Require Security Contractor personnel to enforce City and security Contractor security policies, procedures and orders.
- For information not known to the security personnel, the expectation is that they will document questions from Metrolink Station patrons, and Tiny Homes participants and staff to ensure that information is received by City staff for appropriate follow-up.
- Other assignments that may arise, on an as needed basis, and agreed upon by both parties in writing.

The TSL will be deployed 24/7 to increase the security presence at the Metrolink Station while monitoring the Tiny Homes external perimeter. This will strengthen the safety and security of the Metrolink Station patrons, the Tiny Homes participants and staff, and surrounding neighbors.

Transit System Security Personnel

Location: MBL Fixed-Route Transit System

The Security Officers' primary functions are:

- TSLs are specialized security officers with a strong emphasis on safety who patrol the MBL system by riding buses, inspecting bus stops and zones for security concerns and providing foot patrols, all in full accordance with the Scope of Work and Post Orders.
- TSLs function as contracted security officers first and second customer service personnel. Their primary responsibilities are to ensure the safety of all internal and external stakeholders, assist in

developing security strategies for transportation operations, and utilize technology and equipment to implement security measures. Typically TSLs spend a majority of their shift patrolling and addressing security-related challenges that interfere with transit operations.

- TSLs are highly-trained security officers with safeguard professional appearance and demeanor which helps to deter/prevent most Customer Code of Conduct-related challenges. However, they provide excellent customer service by welcoming customers to the system and educating customers and potential customers about the Customer Code of Conduct.
- TSLs will not issue citations or other written warnings, and may never have to make a citizen's arrest. They use excellent customer service, conflict resolution and de-escalation techniques to resolve disputes in an amicable manner that supports the Bus Operators, MBL Field Supervisors, contracted policing team and other public safety personnel and which encourages a welcoming and secure atmosphere for MBL's customers, potential customers and employees. This requires familiarity and experience working with the diverse community MBL serves, including seniors, students, persons with disabilities (physical and intellectual) and non-English speakers (half of MBL customers primarily speak Spanish).

Initial Contract Deliverables

Upon receipt of a Notice to Proceed, the Contractor will:

Where applicable, commit to working cooperatively with the incumbent Contractor and MPD to ensure a smooth, seamless and uninterrupted transition of MBL's security activities.

Post Orders

- Deliver first draft Post Orders, specific to each site and function, to Transportation Operation Manager or designee within three (3) business days
- Deliver final draft Post Orders to MBL's Director of Transportation or designee within three (3) days of request for revision
- Deliver approved Post Orders to supervisors for each site and train to them. The supervisors are then responsible for training their teams and ensuring all assigned team members follow and periodically review the Post Orders, signing off on their review once per MBL fiscal quarter or whenever MBL or Contractor amends them

Final MBL-approved Post Orders are incorporated by reference and will become part of the Contract. Post Order information will include, but is not limited to:

- General safety and operational procedures
- Emergency procedures (including contact lists)
- Incorporate findings and recommendations from MBL's recent security study: Threat and Vulnerability Assessment Report, Security Program Plan, and Security Program Implementation Table
- Daily activity and incident report procedures and forms
- Patrol procedures
- Equipment operation
- Communications procedures
- Dress and grooming standards

- Training procedures and requirements
- Photographs, maps and diagrams of each facility
- MBL policies including those describing Active Shooter response and prohibiting
- Workplace Violence and Various Forms of Harassment

Patrol Plans

Deliver a proposed Patrol Plan for all sites within three (3) business days that includes, but is not limited to:

- The use of an approved electronic patrol management system (EPMS)
- The approved EPMS will use smartphone/tablet technology to track and document security officer and supervisor movements, activities and observations throughout their shifts
- Patrol methodologies
- Patrol documentation and reporting
- Paper report form templates for use in the event of EPMS failure

Proposed Uniform Designs and Equipment

- Deliver images and descriptions of proposed uniforms and equipment within three (3) business days
- TSL uniforms should be consistent regardless of assignment; the officers should be interchangeable in the event there is dire operation need on one post verses another.
- TSL uniforms should include Contractor and MBL logos, at minimum:
 - Baseball cap (with MBL and Contractor logo), Heavy jacket (embroidered shoulder patches and badge), Windbreaker (embroidered shoulder patches and badge), Rain gear, Approved traffic control vest, Long and short sleeved shirts (No polos, embroidered shoulder patches and badge), Trousers (511-type for TSLs), Black socks, Black leather shoes or boots (no sneakers).

TSL equipment should include, at minimum:

- Flashlight and batteries or charger (high power, LED-type), Black handcuffs, Black pepper Spray, Black leather basket weave flashlight holder, Black leather basket weave dress belt, Black leather basket weave Sam Browne belt with silver buckle, At least four black leather basket weave belt keepers (snap or Velcro), Name plate of MBL-approved design, Keys (if any) with black leather, basket weave, sound restricting key holder, All other non-lethal equipment which the Contractor determines to be necessary to the successful performance of services.
- **TSL additional equipment should include:**
Collapsible baton with black basket weave holder, Pepper gel with black basket weave holder, Black basket weave radio holster compatible with MBL-issued/or approved portable radio, all other equipment which the Contractor determines to be necessary to the successful performance of services
 - TSS and TSM additional equipment
 - Silver metal sergeant stripes for jacket, windbreaker and shirt collars (Uniforms should clearly differentiate title/rank from subordinates)

Personnel and Training Documentation:

Deliver to MBL's Transportation Operation Manager or designee within three (3) business days a complete, current, digital personnel portfolio that includes a dossier for each employee assigned to the contract (including the Transit Security Administrator/Project Manager and any subordinate managers).

Each digital employee dossier will include:

- A color image of the employee's face and their full legal name and date of birth
- A copy of their resume
- Scans of all applicable identification and certification cards, front and back
- Their assigned supervisor, post and schedule
- A background investigation and training log attesting that the employee met all background requirements and restrictions and successfully completed all required training as set forth in the Contract

Contractor will provide a new or updated digital dossier for each employee within three (3) business days whenever an employee's information changes or when Contractor removes personnel from or adds personnel to the Contract.

Prior to assigning any new employee to a permanent position with the Contract, Contractor will provide the candidate's resume for MBL's Transportation Operation Manager or designee review, accompany the candidate to an interview with the Transportation Operation Manager and, once MBL approves, provide at least twenty-four (24) hours of on-the-job training with the Site Supervisor at Contractor's expense.

Personnel

Contractor Responsible for Personnel:

Contractor will provide the number of trained and qualified personnel necessary to fully staff all posts for all locations, programs and hours for which this Contract requires Security Officer Services.

All Security Officers must be direct employees of the Contractor. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, management, transportation costs, direction and discharge of Security Officers will be the Contractor's responsibility. The accurate withholding of federal, state and local taxes and payment of all wages will be the Contractor's responsibility.

Contractor is responsible for complying with all required federal, state and local employment and wage laws and regulations.

The Contractor will provide relief for Security Officers for authorized rest and meal breaks and all approved time off.

- **Removal without Cause**
MBL may request that Contractor remove any Security Officer or Supervisor from performing Services under this Contract at any time it desires for any reason. Contractor will remove and replace personnel within three (3) business days when MBL so requests under this section.
- **Removal with Cause**
Contractor will remove and replace a contractor employee within thirty (30) minutes of MBL request for any cause or condition that, in MBL's opinion, renders the employee incapable of

performing their duties. Examples include but are not limited to: Sleeping on duty, altered consciousness or any physical, psychological or emotional condition that renders the employee unfit to perform their duties as required.

- **Augmentation of Workforce**

If MBL temporarily increases the number of Security Officers or Supervisors required to fulfill this Contract, MBL's cost will be based on the billing rates set forth in the current Contract year.

- **Qualified Employees**

Personnel the Contractor hires for, or assigns to, this Contract will possess the following skills and abilities:

- The ability to speak, read, write, understand and properly use written and electronic documents composed in English
- The ability to understand and follow various rules, procedures, regulations, guidelines and instructions
- Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States
- The minimum qualifications required for the position for which employed, to include a certification from the Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) as described in Business and Professions Code Section 7583.7. MBL may require proof of such qualifications at any time from any Contractor employee or from the Contractor
- Be at least twenty-one (21) years of age. MBL may waive this requirement for honorably-discharged veterans of military service
- Possess and maintain a valid First Aid/CPR/AED certification

The following persons are not qualified to work as Contractor employees at MBL:

- Persons with felony convictions, ever, or violent misdemeanor conviction(s) within the past ten years
- Persons currently on probation or parole for any offense
- Persons against whom a Court has issued a current temporary or permanent restraining or protective order
- Security Officers removed with or without cause at any time during this Agreement
- Any person who does not possess the required certifications or training specified in this Agreement.

Should, in MBL's opinion, any employee prove unqualified for the position to which they are assigned, Contractor will remove such employee and provide a replacement within thirty (30) minutes of MBL's request at no additional cost to MBL. MBL will not pay for any service provided by Contractor's employees who do not meet the qualifications set forth herein.

- **Training Requirements:**

- The Contractor will require all employees to have current Guard Cards and First Aid/CPR/AED cards in their possession and to successfully complete "Stop the Bleed" training from certified trainers. Contractor will require all employees assigned as TLSs and

TSSs to have current baton, handcuff, and pepper gel cards in their possession. Contractor will provide electronic scans of any required card renewals within three (3) business days of the renewal, as part of an employee's updated dossier

- Within five (5) days of the Effective Date; the Contractor, Transportation Operation Manager, and MPD Transit Liaison Police Officer will meet to develop written training plans and implement a new-hire and annual refresher training program. Contractor will have five (5) days to complete the training plan for final MBL approval and three (3) weeks to complete all new hire training
- Prior to assignment at any MBL site, all Contractor employees will complete an MBL Security Orientation Course. Training will include, but is not limited to: Transportation Security Administration -mandated training for Security-Sensitive employees, MBL-specific topics related to safety, security, customer service, emergency management, transit operations, workplace violence and harassment prevention, Active Shooter awareness and tours of the sites to which the Contractor will assign the employees
- **Ongoing Training:** The Contractor shall provide ongoing training to security officers after their initial security post training as necessary to ensure top level service. The Contractor shall explain in detail their programs of ongoing training, including new material updates, and any extension courses offered.
- Mandatory ongoing training provided by the MPD will also be required by all security officers assigned to the City of Montebello – Montebello Bus Lines properties, on a quarterly and/or as needed basis. Trainings provided by the MPD will be held at MBL's main transportation facility.

Contractor will provide additional training to employees assigned as TSLs and TSSs with additional training specific to public transportation security including, but not limited to:

- **Transit Security Basics**
 - Terrorism awareness
 - Fare inspection
 - Foot patrol techniques
 - Special events
 - Protests and demonstrations
 - Emergency preparedness
 - Radio, Telephone and Written communications
 - Accident reporting
 - Adjacent transportation modes
 - Evacuations
 - Revenue vehicle operations
 - Delays/Service disruptions
 - Crisis communication/De-escalation
 - FTA drug and alcohol policy and procedures
- **Transit Operations Rules and Regulations**
 - Bus operations overview and definitions
 - Bus equipment familiarization

Through the assistance MPD, MBL will provide all employees assigned as TSLs and TSSs with additional training specific to MBL including, but not limited to:

- TSL and TSS roles and responsibilities
- System security
- System safety
- Bus orientation
- Bus stop and shelter inspections
- Radio and Telephone procedures
- Basic office equipment usage
- MBL computer access and usage
- MBL email access and usage (where applicable)
- Internet access and policies
- MBL access card usage and restrictions
- Customer service
- Routes and fare structure
- Customer Code of Conduct
- Public and media relations
- MPD Transit Enforcement Detail (TED)
- Conflict avoidance and resolution
- Field Supervisor and TED ride-along
- Supervised bus ride-along

MBL will provide all Transit Security Supervisor (TSS) with training specific to MBL including, but not limited to:

- Location and routes to all MBL facilities
- MBL forms use
- Radio and Telephone procedures
- Identified security vulnerabilities and alarm response procedures
- Proper phone and radio usage procedures
- New officer orientation
- Proper inventory control
- CCTV and alarm monitoring procedures and alarm response duties
- Emergency contact procedures

Through the assistance MPD, MBL will provide all Transit Security Supervisor (TSS – assigned to the Fixed-Route Transit System) with training specific to MBL including, but not limited to:

- Assigning, supervising and reporting on all TSL team activities
- Providing daily reports to MBL's Transportation Operation Manager or designee

Ongoing Training Requirements: The Contractor is required to provide all employees assigned to MBL with annual refresher training which the State mandates and this Contract requires.

Times of Service/Time Records

- All original time records and payroll records for an employee's time for which MBL is charged will be retrievable within twenty-four (24) hours of MBL request
- The Contractor will maintain electronic records of actual daily Security Officer assignments and functions in a standardized, electronic and reportable manner
- The Contractor will make all financial and operational records related to this Contract available for inspection, copying or audit for the entire term of the Agreement and for three (3) years after the term of the Agreement. This section will survive termination or expiration of the Agreement
- The assigned Contractor employee of appropriate authority will review and approve all Time records

Hours of Service

The Contractor will provide Security Officers and Supervisors to fill all shifts. MBL reserves the right to change the times, days or locations of the shifts listed. The Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified employees to be furnished by the Contractor hereunder will be subject to MBL approval. The Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to MBL, provided MBL gives seven (7) business days' notice of any changes except in emergencies.

- **Overtime** - Contractor must seek and receive MBL's Transportation Operation Manager or designee approval before accruing any paid overtime

Quarterly and Annual Reports

MBL's fiscal year runs from July 1 through June 30. Within ten (10) days following the end of each MBL fiscal quarter (September, December, March and June) and of MBL's fiscal year, Contractor will furnish a comprehensive report of the total services provided under this Contract for MBL's fiscal quarter and/or year just concluded. The report must be in an MBL-approved format and must list, by Post (Facility Security, Metrolink Station/Transit Center and Tiny Homes Security, and Transit Security Liaisons) the following:

- All services provided under this contract
- Total number of hours, by employee, and billing and pay rates of each service provided
- Total number of contracted hours not provided, and why
- Number of Incident Reports filed, when and the reason for each report
- Number of patrols conducted sorted according to Post
- Number of employees removed from the contract and why
- Number of liquidated damages assessments (if any), amounts, dates and reasons

Sensitive Security Information (SSI)

Per the Transportation Security Administration, all security-related reports, logs, images or other documents are classified as Sensitive Security Information (SSI) and controlled under 49 CFR parts 15 and 1520.* No part of these records may be disclosed to persons without both a right and a need to know, according to the written permission of the MBL Director of Transportation and/or Transportation Operation Manager.

*Unauthorized release may result in civil penalty or other action.

Key Performance Indicators (KPIs)

With approval of MBL, the contractor will develop Key Performance Indicators (KPIs) for the purpose of assessing, quantifying, documenting and improving Contractor employee compliance with Contract requirements. Once established, the Contractor will commit to meeting or exceeding all KPIs and taking timely and effective steps to improve whenever performance proves substandard. At minimum, the contractor's Quality Assurance / Metrics should address the following: Compliance, Quality, Dependability and Customer.

Holidays

MBL recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Memorial Day
- Independence Day
- President's Day
- Labor Day
- Thanksgiving
- Christmas

MBL requires security coverage during these holidays. For this contract MBL recognizes time and half for all positions.

Safety

The Contractor must comply with the following Safety Guidelines:

- The Contractor will recognize the importance of performing services in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, and the environment. Contractor assumes responsibility for implementing and monitoring all Environmental Health and Safety precautions and programs related to the performance of services.
- The Contractor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to MBL. MBL reserves the right to require Contractor to discontinue operations at any time if it determines that the Contractor's actions are creating an unsafe environment or situation.
- The Contractor must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to MBL work areas.
- The Contractor will not operate MBL machinery without express written consent. Only approved and licensed operators may operate the City's vehicles, forklifts, or other heavy machinery on MBL property, with MBL approval.
- MBL is a smoke-free environment. This policy applies to all contractors, their employees and subcontractors working on MBL premises.

- The Contractor must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect contractor/subcontractor employees as well as MBL staff and visitors.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to complete the project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Montebello Bus Lines (MBL) reserves the right to request references.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

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. The firm must have a minimum of five 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 to 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 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

UNARMED TRANSIT SECURITY GUARD SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide reliable and effective Unarmed Transit Security Guard Services ("Project"); and

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated May 12, 2022 (RFP No. [22-7]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 2. TERM.

This Agreement shall commence on, 2022 , and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

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

- A. RFP No. 22-7;
- B. Proposer's [DATE] Proposal for Unarmed Transit Security Guard Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

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

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

SECTION 5. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 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 CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 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 sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 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 all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 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 subcontractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 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 Article 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 or interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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

SECTION 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 business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

CONTRACTOR

SECTION 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 and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 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.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 22-7

UNARMED TRANSIT SECURITY GUARD 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 agreement.

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 an 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

Typed or Printed Name

Title

Title

Date

Date

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

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 22-7, Unarmed Transit Security Guard 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: RFP No. 22-7, Unarmed Transit Security Guard Services (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, 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 Waiver 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 Waiver 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 Waiver.

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 Waiver 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

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

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

The 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 \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 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 \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 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. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 22-7****UNARMED TRANSIT SECURITY GUARD SERVICES****COST PROPOSAL SHEET (Three Year Term)**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

First Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		/Annually.	\$
2	Transit Security Supervisor Wages		/Annually.	\$
3	Transit Security Liaison Wages		/Annually.	
4	Uniforms and Equipment		/Annually.	\$
5	Miscellaneous		/Annually.	\$
			Annual Total Cost	\$

List other costs/fees:

DescriptionCost/Fees

Second Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		/Annually.	\$
2	Transit Security Supervisor Wages		/Annually.	\$
3	Transit Security Liaison Wages		/Annually.	
4	Uniforms and Equipment		/Annually.	\$
5	Miscellaneous		/Annually.	\$
			Annual Total Cost	\$

List other costs/fees:

DescriptionCost/Fees

Third Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		/Annually.	\$
2	Transit Security Supervisor Wages		/Annually.	\$
3	Transit Security Liaison Wages		/Annually.	
4	Uniforms and Equipment		/Annually.	\$
5	Miscellaneous		/Annually.	\$
			Annual Total Cost	\$
			GRAND TOTAL COST	\$

List other costs/fees:

Description

Cost/Fees

*List all paid holidays below:

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

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

Total \$ _____

% of Total Contract _____

Signature: _____

Date: _____

EXHIBIT F

Bidder's List of 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	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$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.)

EXHIBIT G

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lupita Ibarra, Director of Transportation

SUBJECT: **Approve Amendment No. 1 to Professional Services Agreement No. 3941 with Vectis DC LLC, to Provide Comprehensive Federal Government Relations to Seek Available Annual Federal Funding**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Professional Services Agreement No. 3941 (Agreement No. 3941) with Vectis DC LLC (Vectis DC), to provide comprehensive federal government relations to seek available annual federal funding, for an annual total not-to-exceed amount of \$84,000, for an additional one-year (1-year) term with the option for renewal of up to three (3) additional one-year (1-year) terms; and
- 2) Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The cost for the contracted service will be for an annual total not-to-exceed amount of \$84,000. Funding for this agreement will be allocated from the Transportation Department's Fiscal Year (FY) 2022-23 adopted operating budget: Transit Operations expense Account No. 600-90-900-6040.95. Therefore, a budget amendment is not needed.

Approve Amendment No. 1 to Professional Services Agreement No. 3941 with Vectis DC LLC, to Provide Comprehensive Federal Government Relations to Seek Available Annual Federal Funding

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BACKGROUND

In December 2021, the City entered into Agreement No. 3941 (see Attachment A) with Vectis DC to provide comprehensive federal government relations to seek available annual federal funding including, but not limited to, congressional directed funding, cooperative agreements, pilot projects, and any other relevant federal agency driven grants. Over the past seven (7) months, Vectis DC has worked with the City's senior management team to quickly develop a federal relations program to pursue federal funds via several avenues. With the passage of the Infrastructure Investment and Jobs Act (IIJA), more widely known as the "Bipartisan Infrastructure Law," federal transportation and infrastructure funding levels have been released. These newly passed funds will be made available on an annual basis for approximately the next five (5) years – providing the City the opportunity to apply for a wide variety of federal matching grants on an ongoing basis.

Recently, Vectis DC communicated with staff from Congresswoman Linda Sanchez's office to work through the details of the application process to request \$2.2 million in federal funds available for community projects in the 38th Congressional District of California for the City's Public Safety Critical Communications Upgrade Project. Congresswoman Sanchez subsequently submitted the project to the United States House Committee on Appropriations for Congressional approval. In addition, Vectis DC secured support letters from members of the United States House of Representatives and Senate to be included with the City's application for funds under the Federal Transit Administration Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Program to upgrade and modernize its fleet of transit buses. Lastly, Vectis DC worked with City staff to submit a \$3 million request to U.S. Senator Alex Padilla's office to fund City sewer system rehabilitation projects. Senator Padilla requested additional follow-up information from the City which is often required prior to an official submission to the United States Senate Committee on Appropriations.

ANALYSIS

To ensure that Vectis DC continues to monitor federal funding announcements and works in consultation with the City's senior management team during FY 2022-23, staff recommends that the City Council approve Amendment No.1 to renew the City's agreement for comprehensive federal government relations for a term that runs from July 1, 2022 through June 30, 2023. This will enable Vectis DC to continue collaborating with staff to identify projects of greatest importance while promoting the City's top legislative and regulatory priorities on Capitol Hill and within federal agencies.

Approve Amendment No. 1 to Professional Services Agreement No. 3941 with Vectis DC LLC, to Provide Comprehensive Federal Government Relations to Seek Available Annual Federal Funding

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SUMMARY

Staff recommends that the City Council approve Amendment No. 1 to Agreement No. 3941 with Vectis DC to provide comprehensive federal government relations to seek available annual federal funding, for an annual total not-to-exceed amount of \$84,000, for an additional one-year (1-year) term (July 1, 2022 through June 30, 2023) with the option for renewal of up to three (3) additional one-year (1-year) terms; authorize the City Manager and/or his designee, to execute Amendment No. 1 on behalf of the City; and take such additional, related, action that may be desirable.

ATTACHMENTS:

- A. Attachment A – Agreement No. 3941 with Vectis DC LLC
- B. Attachment B – Amendment No. 1 to Agreement No. 3941

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3941
WITH VECTIS DC, LLC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 1, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and VECTIS DC, LLC (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to assist the CITY establish comprehensive federal government relations to seek available annual federal funding, including but not limited to, congressional directed funding, cooperative agreements, pilot projects, and any other relevant federal agency driven grants; and

WHEREAS, the CONSULTANT 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; and

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

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits.
- b. Scope of Services, attached hereto as Exhibit "A".
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3941

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SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in CONSULTANT's "Proposed Scope of Services" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Scope of Services").

B. The CONSULTANT shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONSULTANT shall be compensated a monthly retainer in the amount of Seven Thousand Dollars (\$7,000) for the duration of the Agreement, for a grand total not-to-exceed **Forty-Nine Thousand Dollars (\$49,000)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CONSULTANT will invoice the CITY on a monthly-basis for all services performed within the Scope of Services attached hereto as **Exhibit "A"**. The CITY agrees to pay the CONSULTANT the amounts invoiced within 30 calendar days' receipt of each invoice; provided the work completed is done to the satisfaction of the CITY and done in adherence to the Scope of Services agreed upon the Parties. If the CONSULTANT's invoice is not paid within 30 days of its issuance, it is delinquent.

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

SECTION 3. TERM.

This Agreement shall commence on December 1, 2021 and shall terminate on June 30, 2022, unless terminated earlier as hereinafter provided. However, this Agreement may continue on a month-to-month basis after the initial term, if agreed upon by both parties in writing; provided that a notice of intent to initiate a month-to-month term is provided by the CITY to CONSULTANT within five (5) days of the Agreement's termination.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

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e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

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 the CONSULTANT 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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

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to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT 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 the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT 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 the CONSULTANT for its performance of services under this Agreement. The CONSULTANT 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 the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the CONSULTANT 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

PROFESSIONAL SERVICES AGREEMENT NO. 3941

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enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep

PROFESSIONAL SERVICES AGREEMENT NO. 3941

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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 CONSULTANT'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.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for combined 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 CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. 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.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Consultant shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

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g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification

PROFESSIONAL SERVICES AGREEMENT NO. 3941

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

PROFESSIONAL SERVICES AGREEMENT NO. 3941

Page 9 of 11

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 via e-mail (an "Electronic Notice" as further defined below), 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:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

PROFESSIONAL SERVICES AGREEMENT NO. 3941

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If to Consultant: Vectis DC, LLC
Attn: David A. Herbst, Founding Partner & Chairman
1629 K St., Ste 300
Washington, DC 20006
(202) 827-9792

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the 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. The CONSULTANT will take affirmative action to ensure that sub-consultant 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.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3941

Page 11 of 11

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

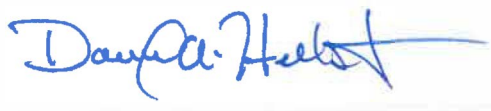
("CONSULTANT")

CITY OF MONTEBELLO

VECTIS DC, LLC



René Bobadilla, City Manager



David A. Herbst, Founding Partner & Chairman

Date: 12/8/21

Date: 12-3-21

ATTACHMENT B

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3941 WITH VECTIS DC, LLC.

This Amendment No. 1 to Agreement No. 3941 ("**Amendment No. 1**") is made and entered into as of the 1st day of July, 2022 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Vectis DC, LLC., a corporation duly organized and existing under the law of the State of California, ("**Consultant**"). City and Consultant are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, **City** and **Consultant** are Parties to that certain Agreement No. 3941 to provide consulting services, to establish comprehensive federal government relations to seek available annual federal funding, including but not limited to, congressional directed funding, cooperative agreements, pilot projects, and any other relevant federal agency driven grants with an "Effective Date" of December 1, 2021 ("Agreement"), pursuant to which **City** contracted with **Consultant** to provide services as defined in the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to extend the Agreement term for an additional one (1) year, with an option to extend for three (3) subsequent one-year terms on the conditions set forth in the Agreement and as provided herein; and

WHEREAS, by exercising the option to extend the Agreement by an additional year, an amendment to the Term and Compensation (further defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 3941

Page 2 of 3

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of the Agreement from July 1, 2022 to June 30, 2023; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with this **Amendment No. 1** and as follows:

*“The agreed-upon compensation for the consulting services contemplated in the Agreement and memorialized in **Amendment No. 1** shall not exceed the annual amount of **Eighty-Four Thousand Dollars (\$84,000)**. Such sum shall include all amounts payable to **Consultant** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Consultant** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **City**. Said compensation of the **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of 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 of time specified in the aforesaid Agreement; and also include 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 risk of any description connected with the work.”*

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT NO. 1 TO AGREEMENT NO. 3941

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3941 to provide comprehensive federal government relations to seek available annual federal funding including, but not limited to, congressional directed funding, cooperative agreements, pilot projects, and any other relevant federal agency driven grants as of the day and year first above written.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

VECTIS DC, LLC

By: _____
René Bobadilla, P.E., City Manager

By: _____
David A. Herbst, Founding Partner
& Chairman

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lupita Ibarra, Director of Transportation

SUBJECT: Adopt Resolution No. 22-42 Approving Montebello Bus Lines' Fiscal Year 2022-2023 Free Fare Schedule

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-42 approving Montebello Bus Lines' (MBL) Fiscal Year (FY) 2022-2023 Free Fare Schedule; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The fiscal impact of the proposed Free Fare Schedule is best calculated by averaging the average daily fare revenue for FY 2020-2021 and 2021-2022 as follows:

Fiscal Year	Average Daily Ridership	Average Daily Fare
FY 2020-2021	5,249	\$3,615
FY 2021-2022	7,087	\$4,935
FY 2022-2023 (Forecasted)	7,766	\$5,500

By applying the daily fare revenue average for FY 2020-2021 and 2021-2022 to the nine (9) proposed holidays, the total cost for MBL's proposed Free Fare Schedule for FY 2022-2023 is approximately \$49,500.

Adopt Resolution No. 22-42 Approving Montebello Bus Lines' Fiscal Year 2022-2023 Free Fare Schedule

Page 2 of 2

BACKGROUND

In FY 2020-2021, MBL began collaborating with neighboring transit agencies to waive fares on designated days to honor holidays or raise awareness of important events (known as “Free-Fare Days”). The Free-Fare Days program waives fares on designated holidays and important events for all passengers, including passengers transferring from a participating neighboring agency to MBL. By participating in Free-Fare Days, MBL promotes environmental awareness by recognizing Clean Air Day and Earth Day while providing exceptional service and reward to loyal passengers.

ANALYSIS

By continuing to provide Free-Fare Days, MBL will partner with other Los Angeles County transit partners, including the Los Angeles County Metropolitan Authority (“Metro”), to improve the customer experience while commemorating important holidays. By waiving fares on select days, MBL can promote various initiatives (Earth Day, California Clean Air Day, and Transit Equity Day), reward loyal ridership, and encourage new riders to use the agency’s services. For FY 2022-2023 MBL will join other transit agencies in commemorating Transit Equity Day, a national day of action honoring civil rights leader Rosa Parks, who protested to end segregated seating on public buses.

The proposed Free-Fare Days for FY 2022-2023 include:

- October 5, 2022 (California Clean Air Day)
- November 8, 2022 (Election Day)
- November 24, 2022 (Thanksgiving)
- December 24, 2022 (Christmas Eve)
- December 25, 2022 (Christmas Day)
- December 31, 2022 (New Year’s Eve)
- January 1, 2023 (New Year’s Day)
- February 4, 2023 (Transit Equity Day)
- April 22, 2023 (Earth Day)

If approved, these days will be recognized as MBL’s FY 2022-2023 Free-Fare Days.

SUMMARY

Staff recommends that the City Council adopt Resolution No. 22-42 (see Attachment “A”) approving MBL’s FY 2022-2023 Free Fare Schedule; and take such additional, related, action that may be desirable.

ATTACHMENT:

- A. Attachment A – Resolution No. 22-42

ATTACHMENT A

RESOLUTION NO. 22-42

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA ADOPTING THE FISCAL YEAR 2022-2023 FREE FARE SCHEDULE FOR MONTEBELLO BUS LINES

RECITALS

WHEREAS, the City of Montebello (the “City”), as a transit bus owner by and through Montebello Bus Lines provides transportation services to residents of Montebello and neighboring cities; and

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, raises attention to critical issues; and

WHEREAS, fares make up only a small fraction of the total revenue generated by public transit agencies therefore the 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 Free Fare Schedule for the Fiscal year 2022-2023 is hereby required.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE FISCAL YEAR 2022-2023 FREE FARE SCHEDULE FOR MONTEBELLO BUS LINES; AND

SECTION 1: Approvals and Certifications.

1. Montebello Bus Lines will waive passenger fares for the following days in Fiscal year 2022-2023 :
 - October 5, 2022 (CA Clean Air Day)
 - November 8, 2022 (Election Day)
 - November 24, 2022 (Thanksgiving)
 - December 24, 2022 (Christmas Eve)

RESOLUTION NO. 22-42

Page 2 of 3

- December 25, 2022 (Christmas Day)
 - December 31, 2022 (New Year's Eve)
 - January 1, 2023 (New Year's Day)
 - February 4, 2023 (Transit Equity Day)
 - April 22, 2023 (Earth Day)
2. The above dates will be formally known as the Montebello Bus Lines' "Fiscal Year 2022-2023 Free-Fare Schedule" allowing City staff to further coordinate and implement necessary marketing activities in advance of the promotional dates.
3. Where reasonably necessary, the Montebello Bus Lines' Director is authorized to make necessary modifications, adjustments and/or changes to the FY 2022-2023 Free-Fare Schedule; provided such modifications, adjustments and/or changes are done for a good cause and advance notice is given to riders of the proposed changes.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

SS:

RESOLUTION NO. 22-42

Page 3 of 3

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-42 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:**NOES:****ABSTAIN:****ABSENT:**

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, 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: Lupita Ibarra, Director of Transportation

SUBJECT: **Approve a Change Order to Increase the Amount for the Blanket Purchase Order Established with Cummins Pacific LLC to Purchase Maintenance-related Bus Parts**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a change order to increase the total not-to-exceed amount, from \$30,000 to \$38,000, for the blanket purchase order (PO) established with Cummins Pacific LLC (Cummins), to purchase maintenance-related bus parts, for Fiscal Year (FY) 2021-2022; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Sufficient funds for the blanket PO and the requested amount increase are included in the FY 2021-2022 Transit Corporate Shop operating account – Account Number 600-90-915- 6080.50. Therefore, a budget amendment is not needed.

BACKGROUND

The City of Montebello (City) operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66) buses that require regular maintenance to ensure superior transportation service is provided to the City and surrounding communities. The most efficient and cost-effective way to purchase replacement bus parts is to establish a blanket PO with the primary companies that supply the maintenance and replacement bus parts.

For FY 2021-2022, the City opened one (1) blanket PO (see Attachment “A”) and three

Approve a Change Order to Increase the Amount for the Blanket Purchase Order Established with Cummins Pacific LLC to Purchase Maintenance-related Bus Parts
Page 2 of 2

(3) standard PO's with Cummins. Currently, the citywide not-to-exceed amount for Cummins across all POs is \$48,797. The three (3) standard PO's have been expensed and closed. The one (1) blanket PO has been expensed but there remains a need for additional parts, and therefore an increase to the same is warranted.

ANALYSIS

The total amount appropriated for each PO for FY 2021-2022 has been exhausted. To maintain MBL's fleet and fixed-route service for the remainder of FY 2021-2022, it is recommended that the total amount needed to purchase bus parts for the blanket PO be increased as follows:

Purchase Order	Expensed Amount	Additional Funds Needed	Total FY 2021-2022 Funds Anticipated
2022-049	\$850.95		\$850.95
2022-074	\$770.00		\$848.93
2022-293	\$30,000.00	\$8,000.00	\$38,000.00
2022-748	\$17,096.96		\$17,096.96
		Total Citywide	\$56,796.84

The Montebello Municipal Code, Section 3.20 *et seq.*, requires City Council approval for purchases of \$50,000 or greater from a single vendor. The change order to increase the amount for the blanket PO established with Cummins will bring the citywide total above this approval threshold, requiring the City Council to approve the requested increase via a change order.

SUMMARY

Staff recommends that the City Council approve a change order to increase the total not-to-exceed amount, from \$30,000 to \$38,000, for the blanket PO established with Cummins, to purchase maintenance-related bus parts; and direct City staff to take such additional, related action that may be desirable. A budget amendment is not necessary since sufficient funding exists in the Transit Corporate Shop account (Account No. 600-90-915-6080.50).

ATTACHMENT:

A. Attachment A – Cummins Pacific LLC.- Memorandum and Cover Letter



**CITY OF MONTEBELLO
MEMORANDUM**

DATE: Wednesday, September 15, 2021

TO: Arlene Salazar, Assistant City Manager

FROM: Adrianna Kendricks, Acting Director of Transportation

PREPARED BY: Wendy Taing, Management Analyst

SUBJECT: Establish a Blanket Purchase Order with Cummins Pacific LLC, Decals by Designs Inc., Micromed Diamond Seal Systems LLC, Mission Linen Supply, Zavalas Upholstery, and Zemarc Corporation

The Transportation Department requests approval to establish a blanket purchase order (PO) with Cummins Pacific LLC, Decals by Designs Inc., Micromed Diamond Seal Systems LLC, Mission Linen Supply, Zavalas Upholstery, and Zemarc Corporation to purchase maintenance-related bus parts, vehicle fleet parts, building facility supplies, and rental services. The most efficient and cost-effective approach to purchasing replacement parts and supplies is to establish a sole source blanket PO with the primary companies that supply maintenance and replacement facility building supplies, bus, and vehicle parts. Items may include but are not limited to the following:

- Brakes, cables, filters, and sensor replacements.
- Pressure valves, pressure sensor, brake meter, and thermostat.
- Headlights, fan control modules, clamps, windshield wipers, coolants, airbags, and thrust washers.
- EMP alternators, air conditioning compressors, and toggle switches.
- Industrial respirator, nitrile gloves, and stretch wrap.
- Soap less bus wash and bus rinse.
- Uniform and linen rental services.

The G/L account and total not-to-exceed amount for each blanket PO are listed as follows:

VENDOR	EXPENSE ACCOUNT	AMOUNT
Cummins Pacific LLC	600-90-915-6080.50	\$20,000
	Total Not-to-Exceed Amount	\$20,000
Decals by Designs Inc.	600-90-915-6000.20	\$15,000
	Total Not-to-Exceed Amount	\$15,000

Micromed Diamond Seal Systems LLC	600-90-915-6000.30	\$20,000
	Total Not-to-Exceed Amount	\$20,000
Mission Linen Supply	600-90-900-6040.10	\$7,600
	600-90-915-6040.10	\$11,900
	Total Not-to-Exceed Amount	\$19,500
Zavalas Upholstery	600-90-915-6080.40	\$3,000
	600-90-915-6080.50	\$9,000
	Total Not-to-Exceed Amount	\$12,000
Zemarc Corporation	600-90-915-6080.50	\$4,000
	202-921-2017-6080.50	\$11,000
	Total Not-to-Exceed Amount	\$15,000

At your earliest convenience, please sign and approve the attached cover letters. Thank you.


 Adrianna Kendrick
 AK:WT



CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER COVER LETTER

Vendor Name & ID 950 - CUMMINS PACIFIC LLC

Requested Items/Services Blanket PO Request for FY21-22
Vehicle Maintenance/Expenses - Bus Parts

Reason for Purchase Bus Parts for Bus Maintenance

Account # 600-90-915-6080.50 **Sales Tax \$** 1,859.41 **Grand Total \$** 20,000.00

Project # _____ **Supplies** ☒ **Services** ☐

BID/QUOTE SUMMARY

	VENDOR NAME	QUOTE/BID FORMAT	AMOUNT	DATE RECEIVED
1ST QUOTE	CUMMINS PACIFIC LLC	EMAIL	\$ 21.44	7/19/2021
2ND QUOTE	HD INDUSTRIES	EMAIL	\$ 24.70	7/16/2021
3RD QUOTE	FIND IT PARTS	ONLINE	\$ 45.18	7/19/2021

Notes THE MOST EFFICIENT AND COST-EFFECTIVE APPROACH TO PURCHASING REPLACEMENT BUS PARTS,
IS TO ESTABLISH A BLANKET PO WITH VARIOUS COMPANIES THAT SUPPLY
THE MAINTENANCE AND REPLACEMENT BUS PARTS.

PO Inputted By	_____ PRINT NAME	_____ SIGNATURE	_____ DATE
Approved By DEPT. Manager	<u>Jose Acosta</u> PRINT NAME	 SIGNATURE	<u>9/8/21</u> DATE
Approved By DEPT. Director	<u>Adrianna Kendrinks</u> PRINT NAME	 SIGNATURE	<u>9.15.2021</u> DATE
Approved By CM/ACM	<u>Arlene Salazar</u> PRINT NAME	 SIGNATURE	<u>9/20/21</u> DATE



Sales and Service

BAR ARD Number: ARD00293080 EPA: CAL000326402
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

DOWNEY CA BRANCH
9520 STEWART & GRAY ROAD
DOWNEY, CA 90241
(562) 415-2800

QUOTE

EXPIRATION DATE

INVOICE NO

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

SOLD TO

CITY OF MONTEBELLO
ACCOUNTS PAYABLE
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640-3932

SHIP TO

CITY OF MONTEBELLO
400 S TAYLOR AVE
MONTEBELLO, CA 90640-5057
CONTACT BRYAN GARCIA

PAGE 1 OF 1

*** ON ACCOUNT CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-JUL-2021		QUOTE					
CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
235971		WILL CALL					
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OEQT-100-67846		MO228					
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

36

LF3000

LF STRAT

FLG

21.44

771.84

1402

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

TRACKING#

SUB TOTAL: 771.84
STATE SALES TAX: 46.31
LOCAL TAXES: 30.87

Billing Inquiries? Call (877)480-6870

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

TOTAL AMOUNT: US \$ 849.02

RECEIVED BY (print name) _____ SIGNATURE _____ DATE _____

537 West Anaheim Street
Long Beach, CA 90813
Phone: (562) 591-5665
Fax: (562) 591-2941
www.gohdi.com



REMIT TO: P.O. Box 21399
Long Beach, CA 90801
PARTS INVOICE NUMBER

QUOTATION



Date: 07-16-21

Sold To: CITY OF MONTEBELLO
ACCOUNTS PAYABLE
1600 W. BEVERLY BLVD.
MONTEBELLO CA 90640

Ship To: CITY OF MONTEBELLO
TRANSIT WAREHOUSE
400 S. TAYLOR AVENUE
MONTEBELLO CA 90640

Tax ID: ***

Authorization #:

Page: 1 of 1

Customer Acct Number		Customer Purchase Order	Phone Number	Salesman		Ship Via		
21722:a			323 558-1625	dm		DELIVERY		
Loc	Part #	Description	Ord	Ship	B/O	List	Unit Price	Extension
QUOTE NUMBER - 0509								
EXPIRATION DATE - 08-15-2021								
085	LF3000	OIL FILTER	36	36			24.70	889.20
211B	CLS47133-01	FILTER KIT	48	48			28.55	1370.40

Yard Tractors -- Sales, Service & Rentals * Available *

Genuine Filters... Cat/Cummins/Fleetguard/DDC/Racor/Baldwin

Call for Details !!!

07:31AM PARTS TAX

Signature: _____

Print Name: _____ Date: _____

QUOTE CUSTOMER	Sub Total	2259.60
	Freight	0.00
	Sales Tax	231.61
	Please Pay	2491.21

TERMS, WARRANTIES, RETURN POLICY

- 1) OUR TERMS ARE PAYMENT ON DELIVERY. A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE CHARGED IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF INVOICE DATE. IN THE EVENT LEGAL ACTION IS REQUIRED TO ENFORCE PAYMENT, CUSTOMER AGREES TO PAY HDI ALL COURT COSTS AND ATTORNEY FEES.
- 2) A 20% RESTOCKING CHARGE WILL BE CHARGED ON ALL ITEMS RETURNED.
- 3) ALL REQUESTS FOR RETURN MUST BE IN ORIGINAL, CLEAN CARTON, UNUSED WITHIN 30 DAYS OF INVOICE, AND ACCOMPANIED BY A COPY OF THE INVOICE.
- 4) NO ELECTRICAL OR SPECIAL ORDER ITEMS MAY BE RETURNED.

- 5) ALL PARTS SOLD AND/OR INSTALLED BY HDI ARE WARRANTIED BY THE MANUFACTURER, HDI ACCEPTS NO RESPONSIBILITY FOR FIT, TYPE OR QUALITY OF ANY VENDOR ITEMS.
- 6) KITS AND/OR SETS ARE NOT RETURNABLE IF CARTON IS OPENED.
- 7) CORES MUST BE RETURNED WITHIN 5 WORKING DAYS OF INVOICE DATE ACCOMPANIED BY A COPY OF THE INVOICE. CORES MUST BE DRAINED, ASSEMBLED AND IN ORIGINAL CARTON.
- 8) ALL SPECIAL ORDERED PARTS THAT YOU HAVE MADE A DEPOSIT ON MUST BE PICKED UP WITHIN TEN (10) DAYS OR YOUR DEPOSIT IS FORFEITED.
- 9) ALL RETURNED CHECKS ARE SUBJECT TO A \$35.00 HANDLING FEE.



WARNING: Products being sold to you can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.



(5)

Enter a part # or keyword (s)

Purchase more than \$100K annually? Learn about our [VIP Program \(/vip\)](#)

(https://db73q1dut0rlp.cloudfront.net/eyJ3aWR0aCI6ODAwLCJoZWlnaHQiOiYwMCwiZml0IjoY29udGFpbilIndhdGVybW
s=c4d8550a3642edb9cc2737551cb9a8902df64785e25ceb01ea42bade4e124e3a)



(https://db73q1dut0rlp.cloudfront.net/eyJ3aWR0aCI6ODAwLCJoZWlnaHQiOiYwMCwiZml0IjoY29udGFpbilIndhdGVybW

FLEETGUARD LF3000 - Lube Filter Combination

Part Number

LF3000

MSRP: \$71.58

Manufacturer

FLEETGUARD

\$45¹⁸

Description

Lube Filter Combination

Save: \$26.40

limited availability at this price!

details

IN STOCK**New!** No hassle Return Policy details
(/no_hassle_returns)**Free shipping** on orders over \$50 details
(/free_shipping_eligibility_rules)Orders placed before 2pm EST will ship **same day**Get it by **Friday, Jul 23**



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Paul Espinosa, Chief of Police

SUBJECT: **Award Professional Service Agreement No. 4001 with Alltech Industries Inc. for Crossing Guard Services**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Award Professional Services Agreement to Alltech Industries Inc. for Crossing Guard Services; and
- 2) Authorize the City Manager to execute an Agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

This pricing is based upon five (5) crossing guards compensated an average of three (3) hours per day, for 180 school days annually. The annual not-to-exceed amount for Fiscal Year 2022-23 is \$81,000. The term of this agreement is for three (3) years, commencing upon the Effective Date of a notice to proceed and expiring three years hence. The agreement allows for an extension of up to two (2) one-year periods (Attachment A).

Funds for crossing guard services are currently budgeted in the Police Department's Fiscal Year 2022-23, Investigative Services, Outside Contracts account (Account No. 100-80-830-6040.10).

BACKGROUND

RFP Process

Pursuant to the City of Montebello Municipal Code (MMC), the Montebello Police Department released a Request for Proposal (RFP 22-9) on May 12, 2022. The RFP

Award Professional Service Agreement No. 4001 with Alltech Industries Inc. for Crossing Guard Services

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asked for providing all labor for crossing guard services at five (5) locations for three (3) hours a day, for one hundred and eighty days a year (180).

Consistent with the Municipal Code, the RFP was posted on www.PlanetBids.com and on the City's website. The RFP included detailed information on the services needed, the scope of work, the proposal submission process, closing date and time, and other applicable submittal requirements.

Two (2) sealed bids were received on or before the submission deadline. No submittals were received after the deadline. The Montebello Police Department has analyzed the proposals and is presenting a recommendation to the City Council as analyzed in this report.

Proposals Received

Staff reviewed the responsive proposals thoroughly, and found that the firm, Alltech Industries Inc. met the qualifications as outlined in the RFP, and is capable of performing the requested services for the Crossing Guard Contract.

DISCUSSION

Alltech Industries Inc. (All) is a security company providing crossing guard, armed and unarmed guard and security patrol services. The company coordinates all aspects related to recruitment, local hiring, conducting background clearance compliant with Department of Justice standards, training, payroll, administrative support, and coordination of assigning qualified substitutes during absences, local supervision, and communicating with school and site safety inspectors.

SUMMARY

Staff is recommending that the City Council consider approving Alltech Industries Inc. to provide school crossing guard services to the City of Montebello for period ending June 2023. Sufficient funding for these services is included in the adopted FY 2022-23 budget.

ATTACHMENTS:

- A. Attachment A – Draft Agreement
- B. Attachment C – RFP 22-9
- C. Attachment B – Alltech Industries Inc. Response to RFP No. 22-9

CITY OF MONTEBELLO**PROFESSIONAL SERVICES AGREEMENT NO. 4001
WITH ALLTECH INDUSTRIES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **JULY 1, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ALLTECH INDUSTRIES, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide crossing guard services in the CITY; and

WHEREAS, the CONSULTANT 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 22-9
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Crossing Guard Services in the City of Montebello (May 2022) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

PROFESSIONAL SERVICES AGREEMENT NO. _____

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b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to crossing guard services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

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SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

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 the CONSULTANT 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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, the CONSULTANT shall only be entitled to

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT 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 the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT 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 the CONSULTANT for its performance of services under this Agreement. The CONSULTANT 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 the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the

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CONSULTANT 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 the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

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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 the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT'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 CONSULTANT 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 CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. 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.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

PROFESSIONAL SERVICES AGREEMENT NO. _____

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f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

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l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, 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 the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT 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

PROFESSIONAL SERVICES AGREEMENT NO. _____

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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 via e-mail (an “Electronic Notice” as further defined below), 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:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Police Department
Attn: Paul Espinosa, Chief of Police
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: bkeller@cityofmontebello.com

If to Consultant: Alltech Industries, Inc.
Attn: Hilda Perez- President
301 E. Pomona Blvd. Suite B
Monterey Park, CA 91755
Email: hperez@alltechguards.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the 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. The CONSULTANT will take affirmative action to ensure that sub-consultant 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.

PROFESSIONAL SERVICES AGREEMENT NO. _____

Page 11 of 12

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. _____

Page 12 of 12

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

Alltech Industries, Inc.

René Bobadilla, City Manager

Hilda Perez, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Alltech Industries Inc. Proposal to RFP 22-9

EXHIBIT “B”

Schedule of Compensation

FY 2022-23 - \$81,000

FY 2023-24- \$81,000

FY 2024-25- \$81,000

EXHIBIT "C"**Terms for Compliance with California Labor Law Requirements**

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.
7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

EXHIBIT “D”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-9

Crossing Guard Services

May 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
<https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>

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INTRODUCTION

The City of Montebello invites your company to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your company. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

The City of Montebello Police Department is seeking a full-service organization committed to providing the community and Montebello Unified School District Students crossing guard services. The bidder is responsible for all labor for crossing guard services at five locations, three hours a day for one hundred and eighty days a year.

The primary intent of this Request for Proposal is to enter into an agreement with a contractor capable of providing Crossing Guard Services based upon the needs of the community, the City and the Montebello Police Department.

DATE: May 11, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.22-9
TITLE: CITY OF MONTEBELLO and MONTEBELLO POLICE DEPARTMENT

Crossing Guard Services

The City, Montebello Police Department, is soliciting proposals from qualified contractor to provide Crossing Guard Services for the Montebello Police Department.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following individual [or a designated representative if applicable].

Name: Briannon Padilla
Title: Management Analyst
Address: 1600 W. Beverly Blvd.
Montebello, CA 90640
Telephone: (323) 887-1200 ext.223
E-mail: bpadilla@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 **June 2, 2022 at 3:00 p.m. 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 to affirmatively demonstrate that Disadvantaged Business Enterprises (DBE) are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City 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.

TIMETABLE & SCHEDULE OF EVENTS

Thursday, May 12, 2022	REQUEST FOR PROPOSAL (RFP) RELEASE
Thursday, May 26, 2022 at 3pm PST	DEADLINE FOR SUBMITTING QUESTIONS VIA PLANETBIDS
Thursday, June 2, 2022 at 3pm PST	PROPOSALS DUE VIA PLANETBIDS
June/July 2022	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 # 5	
2	Letter of Transmittal	Page # 29	
3	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
4	References	Exhibit B	
5	Insurance	Exhibit C	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS**PROPOSAL FORMAT AND SUBMITTAL**

Proposals must be submitted via the PlanetBids (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to **3:00 p.m. PST on June 2, 2022.**

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 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. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP; (2) Proposer comprehends all conditions that may impact the Proposal; (3) Proposer has reviewed all addenda; and (4) 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 of the Proposer to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS**ADDENDA**

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

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the 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. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 p.m. PST on May 26, 2022**. Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. **No questions will be answered individually by the City or Montebello Police Department.** The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No 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 before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six 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. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the 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 MPD.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly
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, MPD prior to becoming a Contract modification.

Contract Termination: MPD may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MPD shall pay the CONSULTANT his allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by MPD 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, MPD 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, MPD may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MPD 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 according to the provisions. It is the aim of these specifications that the CONSULTANT provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the 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 to the City, based on the Evaluation Criteria. 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 MPD staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the 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 Police Department
Attention: Briannon Padilla,
Management Analyst
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext. 223
Email: bpadilla@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.com.

EVALUATION OF PROPOSALS

MPD 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 MPD.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MPD 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.

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

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the 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 Chief of Police.

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

EVALUATION CRITERIA

Award will be made to the 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:

Qualitative Considerations

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

1	Work Plan	20 points
2	Customer Service Support	20 points
3	Qualifications and Experience	20 points
4	References	20 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

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

Proposer Price Score = Best Value Proposal x 20 (Total Points Available for Price Evaluation)

SECTION 3 – QUALIFICATIONS**DESIRED QUALIFICATION**

The Consultant shall possess the capability and expertise required to complete the following tasks:

- A. The Potential Vendor shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service.
- B. The Potential Vendor shall list the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.
- C. The Potential Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
- D. The Potential Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.

SECTION 4 – SCOPE OF WORK*Crossing Guard Services*

The vendor shall provide pricing for the hourly cost of crossing guard services: The City will require staffing at 5 locations, 3 hours per day, 180 days a year.

The vendor shall be responsible for all hiring and recruitment of crossing guards.

Additionally the vendor shall:

- A. Provide a program manager who will coordinate crossing guard services with a Police Department liaison.
- B. Provide a supervisor to ensure guard activities are taking place at the required places and times and that proper safety procedures are complied with.
- C. Provide fully trained and equipped alternate personnel to ensure all contracted locations are covered in the event regular personnel are absent
- D. Provide all crossing guards with a standardized uniform and proper weather apparel and gear, approved by the Chief of Police, which will be worn at all times, while performing their duties.
- E. Provide all crossing guards with handheld stop signs and reflective vests, which comply with applicable State and City laws and regulations.
- F. Persons provided by the Contractor as crossing guards shall be trained by the Contractor. Training shall include the laws and codes of the State of California and the City of Montebello,

pertaining to general pedestrian safety and school crossing areas. Training shall also include general traffic safety for pedestrians, motorists, and the crossing guards themselves.

G. Provide evidence of compliance with California Vehicle Code section 21100, as it relates to crossing guards and compliance with 21100(i), prior to execution of the agreement.

SECTION 5 – FORM OF CONTRACT (SAMPLE)**CITY OF MONTEBELLO****PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 202_ ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____ (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide _____ services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement

may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONSULTANT.
- b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT 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 the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT 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 the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the CONSULTANT 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 the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and

regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

⑦ **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.

⑦ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT 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.

⑦ **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.

⑦ **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

The CONSULTANT shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A: VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after

thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

With a copy to: City of Montebello – Montebello Police Department
Attn: Paul Espinosa, Chief of Police
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the 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. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. 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.

[SIGNATURE PAGE TO FOLLOW]

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Montebello Police Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-9

Crossing Guard 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

Typed or Printed Name

Title

Title

Date

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

(List all names)

Name: _____ Name: _____
(Print) (Print)

By: _____ By: _____
(Signature) (Signature)

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

At Least Three (3) References

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

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

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

EXHIBIT C**INSURANCE**

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

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

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$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 \$1,000,000 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 \$1,000,000 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 the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

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

-
1. I acknowledge receipt of RFP No. 22-9 and Addenda No.(s) _____.
 2. This offer shall remain firm for _____ days from the date of the proposal.
(Minimum 120)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

DATE: May 11, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.22-9
TITLE: CITY OF MONTEBELLO and MONTEBELLO POLICE DEPARTMENT

Crossing Guard Services

The City, Montebello Police Department, is soliciting proposals from qualified contractor to provide Crossing Guard Services for the Montebello Police Department.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following individual [or a designated representative if applicable].

Name: Briannon Padilla
Title: Management Analyst
Address: 1600 W. Beverly Blvd.
Montebello, CA 90640
Telephone: (323) 887-1200 ext.223
E-mail: bpadilla@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 **June 2, 2022 at 3:00 p.m. 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 to affirmatively demonstrate that Disadvantaged Business Enterprises (DBE) are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City 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.

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 22-9

Crossing Guard Services

Due: June 2, 2022, 3:00PM

PROPOSAL BY

Alltech Industries, Inc.

301 E. Pomona Blvd
Monterey Park, CA 91755
Office: (323) 796-0596
Fax (323) 796-0597
hperez@alltechguards.com

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Alltech Industries, Inc.

301 E. Pomona Blvd. Monterey Park, CA 91755

Tel. (323) 796-0596 Fax. (323) 796-0597

COVER LETTER

June 2, 2022

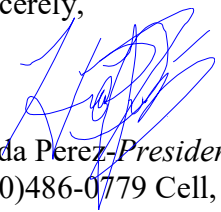
Briannon Padilla, Management Analyst
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext.223
bpadilla@cityofmontebello.com

Dear Evaluation Committee,

Enclosed please find Alltech Industries, Inc. proposal to provide the City of Montebello with Crossing Guard Services. We are submitting the attached proposal as prime and sole provider of the services requested, and will hold all prices firm for 120 days from the proposal due date. Alltech Industries, Inc. has reviewed and understands the Request for Proposals, we accept all terms and conditions as well assure the City of Montebello that we, Alltech Industries, Inc., intends to meet the requirements specified within the Request for Proposals. Our primary concern is assuring the City that our Crossing Guards will be qualified, and dependable. We like to emphasize that Alltech Industries, Inc. prides itself in being able to satisfy our clients, as well as our employee, which minimizes our turnover rate. We also would like to emphasize that Alltech Industries has been given the opportunity to provide services to several cities, such as Carson, Thousand Oaks and Victorville, and have succeeded in the task we have been assigned. In the last couple of years we have provided services to several school districts, throughout California, including the Los Angeles Unified School District and the Anaheim Elementary School District.

Thank you for allowing Alltech Industries, Inc. to submit a Proposal to provide Crossing Guard Services. Please know that we are here to serve you and meet your needs. Any additional information or questions that you may have feel free to contact our General Manager and Primary contact person for this contract, Oscar Gamez, at (323)450-2168. We look forward to hearing from you soon.

Sincerely,



Hilda Perez-President
(760)486-0779 Cell, hperez@alltechguards.com

COMPANY INFORMATION

Company Name: Alltech Industries Inc.

In Business Since: 10/07/2002

Incorporated in California in July of 2010

Private Patrol Operator Number: 16674, PPO License 2002-2010: 14700

License Expiration: 7/31/2022

Areas of Coverage: San Bernardino County, San Diego County, Los Angeles County, Orange County, Riverside County and Ventura County

Services Provided: Unarmed and Armed foot, bicycle, and vehicle patrols, armed vehicle escort services, pass through site patrols, lock-up services, alarm response, emergency services, Park Ranger, Parking Enforcement, alarm installation and monitoring.

Office Address:

301 E. Pomona Blvd. Suite B,
Monterey Park, CA 91755

Mailing Address:

P.O. Box 4042
Montebello, CA 90640

Office Phone Number/24 hour dispatch: (323) 796-0596

Office Number: (323) 450-2168

Fax Number: (323) 450-2169

Emergency Phone Cell phone Number: (760) 486-0779

Bid Contact: Oscar Gamez (714) 604-7688, Hilda Perez (760) 486-0779

Alltech Industries, Inc (AII) is a security company providing, armed and unarmed vehicle escort services and foot, bicycle and vehicle patrols, Crossing Guard Services and Parking Enforcement, covering Southern and Central California, with a corporate office located in Los Angeles and a satellite office in Victorville, AII employs approximately 95 full and part time employees. While our office is in Los Angeles, we are capable of serving all of Southern California, and have Officers throughout the area to handle any last minute request and emergencies. With a one hour response time our clients have been impressed with our response time to last minute coverage's and emergencies.

Currently our focus has been to expand to different municipalities, government agencies and school districts, we have provide services for different Cities, such as Huntington Park, Pomona, Santa Monica, San Jacinto, Montebello, Santa Clarita, Thousand Oaks, Carson and Inglewood. As well as provide New Construction and Fire Watch Security Guard Services to the Los Angeles Unified School District. Furthermore, we provide afterhours patrols and alarm response to Lake Elsinore Unified School District, Hesperia Unified School District, Jurupa Unified School District, Anaheim Elementary School District, Central Unified School District and Fullerton Joint Union High School District.

AII recognizes that today's business enterprises are comprised of varied and valuable assets, such as people, property, products, information, financial infrastructure, reputation and shareholders. We also believe that not every business and client has the same needs. Due to this, AII, tailors and customizes its services to suit the needs of its customers. We are not just a security guard company, but a partner committed to enhancing the safety, security and success of our clients. As a result our clients continue to choose AII as their service provider, we are pleased to have clients that continue to renew their contract with us and feel that we provide

exceptional service. Alltech is confident that we can provide the City of Montebello, with the exceptional Crossing Guard Services that it needs as well as provide any unexpected or as needed Security Guard or Event services that may arise at any moment's notice.

Our growth the first couple of years cannot be measured with percentages, but rather with the type of clients we have. As we gained experience and our reputation of providing exceptional service grew our customers changed, no longer providing services to bars and nightclubs, and including national companies such as Schneider National, Aramark, and Target. Our company also expanded to include high-rise buildings, apartments, management companies, and shopping centers. Currently, our focus is on government contracts, state contracts, local municipalities and school district contracts. We provide services to different Cities, such as Victorville, Carson and Thousand Oaks. As well as provide services for school districts, Los Angeles Unified School District, Hesperia Unified School District, Fullerton Joint High School District, Central Unified School District, Anaheim Elementary School District and Lake Elsinore Unified School District.

Currently we provide services to 6 School Districts. For the Los Angeles Unified School District (LAUSD) we provide a range of services, the bulk of the work that we provide is Fire Watch Services. A school may have non working fire alarms, and we are assigned to constantly walk the property or area, and look out for fire. Some schools may have children present while we are on duty. We also provide services for the new construction department, schools that have been completed by the contractor, but have not opened for classes. We have provided crossing guard services at intersection that have needed repair and were deemed unsafe to cross. We started with LAUSD in 2010; our contract was up in 2015. We were awarded the contract once again. Currently, since the beginning of the pandemic, we are provided security services to several food pods located at schools providing lunch.

Five of the School Districts have similar scopes of work, Hesperia Unified School District, Fullerton Joint Union High School District, Anaheim Elementary Unified District, Central Unified School District and more recently Lake Elsinore Unified School District. We provide vehicle patrols during after school hours, officers drive in a company vehicle from school to school/facility, inspecting the school/facilities and making sure there are no trespassers, vandalism or break-ins, as well as making sure that the sites are all properly locked up. Aside from the vehicle patrols, we also respond to alarm calls. The majority of which are normally false calls, but on occasion there have been break-ins, and our officers have conducted arrest.

Alltech Industries, Inc. has provided services to several Transit Centers, including Montebello Transit Center, Pomona Stations, Santa Clarita Transit Stations, and Victor Valley Transit Station, duties have included patrolling the facility and parking facilities, as well as assisting visitor. Assistance may be showing visitors how to use the machines, the maps, giving directions, walking them to their car, and summoning the appropriate emergency personnel.

Alltech Industries, Inc. has a vast amount of experience in the Security field, and we are confident that we can provide the City of Montebello with the crossing guard services it needs and will be able to offer you more.

SERVICES PROVIDED

AII recognizes that today's business enterprises are comprised of varied and valuable assets, such as people, property, products, information, financial infrastructure, reputation and shareholders. We also believe that not every business and client has the same security needs. Due to this, AII, tailors and customizes its services to suit the needs of its customers. We are not just a security guard company, but a partner committed to enhancing the safety, security and success of our clients. As a result our clients continue to choose AII as their security service provider, we are pleased to have clients that continue to renew their contract with us and feel that we provide exceptional service. AII is confident that we can provide City of Montebello with the exceptional Security Guard services that it needs as well as provide any unexpected or as needed services that may arise at any moment's notice. The task and work that our highly trained officers complete, vary from post and from client, some locations require more services than others while at other post our clients want us to conduct specific tasks. We pride ourselves in being able to satisfy our clients and give them the service that they want and meet their expectations, consistently. Our highly trained officers will execute the following tasks while on duty at the City of Montebello:

- a. Peace and Order-** The security officer will deter any disorderly conduct or breeches of peace, which can cause harm to students, personnel and the community, as well as damage/loss of property. As well as address and confront any disorderly conduct and notify the appropriate agency when further action is required or requested.
- b. Customer Service-** Officer will be courteous, friendly, attentive and helpful to the needs of the City of Montebello, its students and residents. They will be trained to confront the public, especially when dealing with possible delinquents and violators, in a courteous but assertive manner, as well as be trained in the daily operations of the route. The officers will be trained in confrontations and how to behave and de-escalate situations where the public may be aggressive or angry towards the crossing guard.
- c. Emergency Assistance-** In the case of an emergency the guard will summon for the appropriate assistance, as well as notify dispatch and the posts emergency contacts. The guards will be trained to handle any situation and assist the notified agency, as well as do crowd control.
- d. Equipment-** All Officers will be trained and know how to properly operate all equipment that they will be responsible for using. Which includes, but is not limited to vehicles, flashlights, and vest. All equipment will be provided by AII to each crossing guard.
- e. Miscellaneous Duties-** Other duties will be conducted by the crossing guards on a site by site basis. Duties must be discussed with the management in order to ensure that tasks are being conducted, duties are added to the post orders, and that all officers are trained properly.
- f. Dispatch-** AII dispatch is available 24 hours a day 7 days a week, via telephone at (323) 796-0596. All officers will have a cell phone to communicate with a dispatcher at any moment. Officers are to report on and off duty via and report when approaching a possibly dangerous situation. Clients will be able to contact a supervisor at the dispatch number at any time.

g. Post Orders- Post Orders will be prepared by the Operations Manager and verified by the General Manager and by the site management. Officers will be trained and know the post orders. Post Orders are to have a detailed description of the Officers job duties, as well as contain emergency numbers and emergency procedures.

h. Supervision and Operations- AII contact person for the City contract will be Oscar Gamez, the General Manager. The General Manager will then be responsible for ensuring that all Field Supervisors (on site manager) are aware of any changes or problems with the performance aspect of the contract. An Operation Manager will also be assigned to the contract; The Operations Manager acts as the second person in command, and will be in constant communication with the General Manager and be aware of anything occurring with the contract. The Operations Manager is responsible for ensuring compliance with the contract, hiring personnel, and oversees billing. Before a security officer is assigned permanently the security officer will have between 30-40 hours of on the job training, which will cover an overview of the site, post orders, and the execution of the post orders. The supervisor will make sure that security guards are in full and complete uniform and that all rules and regulations that have been placed at the post are enforced. If there are any discrepancies, the supervisor will take necessary measures to correct such discrepancies. These measures include but are not limited to removing a security guard from location for retraining, on the post training or warning strike against security officer. Supervisor will also be in charge of making sure that all DAR's and Incident Reports are clear and filled out correctly. The supervisor will also be responsible for conducting unannounced inspections of the officers daily, weekly, and reporting to the General Manager/Operations Manager.

Alltech Industries, Inc assures that aside from the manager, the supervisors are aware of the duties conducted at all post. Supervisors and the Operations Manager will be constantly checking in with the Officers to ensure compliance with the post orders, the Operations Manager will also be reviewing the post orders, reports and dispatch activity to ensure that the employees and supervisors are providing the best quality of services. Employees, including Supervisors, are monitored by AII management to ensure that all Supervisors/Officers are conducting the best to their abilities and that the client is receiving quality service. A log of reviews is maintained and disciplinary action is taken when not complying with policy and or post orders.

i. Disciplinary Action-Disciplinary actions vary depending on the action of the employee. AII does not tolerate Drug Use, Alcohol Use, Criminal Violations, and Sleeping on the job, all of which are causes for immediate termination. Officer, depending on their action can be issued a verbal or written warning and they may also need retraining and can be send for additional training, or they can be reassigned a shift or post.

j. Guard Tour System

All uses a reporting system and monitoring system called Track Tik. Track Tik is an integrated guard management system for monitoring, reporting and managing security operation. Guards can do patrol tours, report incidents and activities in real-time. Managers and clients can monitor, review, respond instantly from their browsers or smart-phone. Track Tik improves efficiency, accountability and profitability. Get real-time updates for every checkpoint scanned on the guard tours, it stores reports, pictures and messages to checkpoints. Creates customizable and searchable activity and incident reports, downloads or email reports instantly from the TrackTik dashboard. View real-time GPS locations of all officers, you are also able to watch your entire operation traveling between locations. Post orders are accessible on mobile devices and relevant to the guard's location. Officers would be utilizing smart phones to conduct all necessary work, eliminating the need for paper files, of course, paper files are available if preferred.



PERSONNEL

All employees whether they are Officers, Supervisors or Management have the necessary Licenses and Permits to work as a Security Officer. We feel that it is important for the management to also be familiar with a site and work a site if necessary, we expect our officers to be professional and be able to complete their duties. If a Manager shows up to inspect/supervise a site and is not pleased with what they find when they arrive on site the Officer can be sent home and the Manager take their place.

All Supervisors have all started out with the company as Officers and where promoted to Supervisors. AII feels strongly about promoting from within the company, and promoting on the basis of merit and performance. Operations Manager, Hilda Perez, came to AII in 2004 as Office Manager, with a Bachelors of Science in Criminal Justice and having previous experience managing and supervising juveniles in a dormitory setting. Since Ms. Perez joined the AII team she has been involved in all the operations related to new contracts and starting new contracts, the hiring process and ensuring that AII is in compliance with the contract requirements, as well as the office personnel.



Hilda Perez - President

Mrs. Perez has a Bachelors from CSULA in Criminal Justice. She has 18 year of experience in the Security industry and has worked in all aspects of the industry. She is involved in the day to day operations of the company and focuses on hiring and contract compliance.



Oscar Gamez - General Manager

Mr. Gamez has a Bachelors of Science in Electrical Engineering and 25 years of experience in the Security Field. Mr. Gamez is involved in all the operations of the company focusing more on the Supervisor and Officers. Mr. Gamez is very involved with each and every contract that AII has provided services. Mr. Gamez will be assigned to be the Program Manager and will be in constant communication with the City of Montebello.

Oscar A. Gamez
General Manager
Alltech Industries, Inc.
 Office-(323) 450-2168 Cell (714) 604-7688
ogamez@alltechguards.com

Summary of Qualifications:

25 years of experience working in the security industry, 20 years of management experience.

Work Experience:

2010-Pres. General Manager of Alltech Industries, Inc.
 2002-2010 General Manager of Alltech Protective Services
 1997-2002 Security Guard, Sales Consultant and Regional Manager of SSP Security Inc.

Special Skills:

- Recruited, hired, trained and scheduled Security Officers
- Developed and Implemented Security Officer and Supervisor Training Program
- Conducted Security Surveys
- Managed several locations in different counties
- Managed Security Officers
- Superior customer retention
- Conducted successful security investigations
- Experience with large complex operations
- Account development, employee forms, payroll, and invoicing
- Composing post orders for new clients
- Interacted with clients on a regular basis
- Inspected and interacted with personnel in the field
- Solicitation of potential clients
- Networking
- Emergency response
- Experience as a Security Officer and Supervisor
- Reduce the employee turnover rate

Licenses

Security Guard License and Firearms Permit, Baton and Maze Permit

Education

Bachelors of Science in Electrical Engineering with a specialization in Computer Engineering.

Hilda Perez
President
Alltech Industries, Inc.
 Office-(323) 450-2168 Cell (760) 786-0779
hperez@alltechguards.com

Summary of Qualifications:

18 years of experience working in the security industry.

Work Experience:

2010-Pres. President of Alltech Industries, Inc.
 2004-2010 Experience as Security Officer, Office Manager and Operations Manager with SSP Security
 2004-2006 Counselor at Optimist Boys Youth Homes-Supervising Juvenile Delinquents
 2003-2004 Claims Adjuster, investigating property losses at Farmers Ins.

Special Skills:

- Knowledge of Human Resources Procedures and related Legal Issues
- Developed training on report writing
- Managed Security Officers
- Developed sales plans and objectives
- First Aid and CPR trained
- Verbal de-escalation
- Handling emergency situations
- Managing Accounts
- Criminal Procedures
- Interacted with clients on a regular basis
- Experience as Security Officer
- Trained Security Officers
- Implementing/writing post orders
- Experience supervising juvenile delinquents in a detention like setting

Licenses

Security Guard Card and Firearms Permit issued by the Bureau of Security and Investigative Services.

Education

Bachelor of Science in Criminal Justice

PROPOSED WORK PLAN

Alltech Industries, Inc's, goals are to provide exceptional Security Guard services to the City of Montebello and to meet all contract requirements. In order to accomplish these objectives, AII will assemble a start-up team that will involve the Operations Manager, General Manager, Lead-Supervisor, Supervisors and office staff. This team will develop a comprehensive Pre Start-up plan that will define goals to be achieved before the start date. A Post Start-up plan will also be developed to make sure that our preliminary work has been completed and that every aspect of our services is correct and complies with contract requirements. Normally two (2) to four (4) weeks are required for a smooth, logical and orderly start-up, of course four (4) weeks is preferred. AII has prepared the following security Pre Start-Up schedule that sets forth a chronological order of events to be undertaken before the start date, the plan can and would be adjusted if the start-up time is shorter.

Sequential Activities to Complete the Scope of Work

- a. Coordination
 1. Appoint a Start-Up Team
 2. Joint Meeting with City of Montebello
 3. Start-Up Team review meeting
- b. Human Resources
 1. Recruitment
 2. Interviewing/Screening/Review of Qualifications
 3. Back Ground Checks, Employment Physicals, Drug Test
 4. Processing of New Hires
- c. Training (conducted by supervisors or Training Academy)
 1. Classroom training
 2. Missing Certifications Training
 3. On-Site Training
- d. Scheduling (Supervisors)
 1. Meet with City of Montebello for final schedules/Changes
 2. Assign approved schedules to trained personnel
- e. Uniforms/Equipment (Office Staff)
 1. Issue uniforms
 2. Order Equipment
 3. Order Forms
 4. Post Orders

Schedule for Completing Tasks

	<u>Pre Start-Up Plan</u>	Week 1	Week 2	Week 3	Week 4
Coordination					
	Appoint a Transition Team	C			
	Joint Meeting with Client	C		C	
	Transition Team Review Meetings	C	C	C	C
Human Resources					
	Recruitment, Flyers, Job Fair, Ads	C			
	Interviewing/Screening/Review of Qualifications	W	C		
	Background Checks, Drug Testing, Employment Physical	W	W	C	
	Processing New Hires	W	W	C	
Training					
	Classroom Training		W	W	C
	Missing Certifications		W	W	C
	On-Site Training			W	C
Scheduling					
	Finalize Schedules with Client			W	C
	Assigned Schedules to trained personnel			W	C
Uniform/Equipment					
	Issue Uniforms			W	C
	Order Equipment		W		C
	Order Forms		W		C

C = Completion**W = Working toward Completion**

HIRING

AII constantly is receiving employment applications from officers seeking to work as security guards. Once a contract is assigned to AII, we begin searching through our pool of potential candidates. To obtain an extensive group of candidates, AII turns to local vocational centers, Work Source Centers, and training academies, there we are able to view list of potential job seekers that are from the community of the post. Announcements are also placed in local papers and Internet search engines such as Caljobs. Once we have obtained an adequate pool of candidates we begin the hiring/screening process.

All guards will be 21 years of age or older. They will have a high school diploma or GED. Guards will speak, understand and write English proficiently. They will have at least two year of experience. An extensive work history, background check and credit check will be conducted. Security Guard officers will be physically and mentally capable of performing the job duties expected by them. Drug testing will be given before a crossing guard is hired and random drug testing will continue throughout employment.

- i. Equal Opportunity Employer-**AII does not discriminate against women, minorities or people with disabilities; we are an equal opportunity employer.
- ii. Criminal/Credit Background Check-** Before employment the crossing guards have to pass a credit check and a criminal background check done through the California Department of Justice. Residence and past employer verifications are conducted. Employment is not granted if there is a conviction of any of the following: felony, violent misdemeanor, abuse of any kind, sex crime, military discharge (unless honorable), or if there is a pattern of irresponsible behavior.
- iii. Department of Motor Vehicles Check-** Security Guards must submit a Department of Motor Vehicles record before the first day of work. Any discrepancies will affect the hiring the individuals hiring.
- iv. Licenses and Permits-** Each officer must have on file a current permits, if needed. Officers will be certified in Basic First Aid and Cardio Pulmonary Resuscitation (CPR).
- v. Bilingual Skills-** Our crossing guards must have the ability to read, write, understand and speak English. Some of our clients do require that the officer be bilingual, and we are able to provide guards that are able to read, write, understand and speak another language, such as Spanish and Chinese.
- vi. Alcohol and Controlled Substances-** AII has a NO tolerance policy on Alcohol and controlled substances. Employees will be subjected to random drug/alcohol screenings; failure to pass such screening will be grounds for immediate termination. Reporting to work under the influence of alcohol or illegal drugs will result in the immediate termination of employment and removal from post.

TRAINING

Before an employee is sent to any location the Staff receives hours of training at our facility as well as outside facilities. Every location and client is different; therefore when an employee gets assigned to a specific location, the officer is trained on the everyday operation of the location for 30-40 hours, and post orders. A supervisor will accompany the officer to the site and conduct hours of on the job training to ensure that the guard understand the tasks that need to be completed and that they are being fulfilled adequately. While on site the supervisor will monitor the guards work to ensure that it is done correctly. The guard will also be quizzed on possible scenarios to ensure proper response. Once the staff member understands the post orders, a supervisor will conduct random inspections to ensure that the staff member understand the tasks, staff will be re-trained if needed, or re-assigned to a different location.

Furthermore, a supervisor will be inspecting and observing each officer to ensure that the Parking Attendants are performing their duties correctly. These sessions consist of viewing videotapes, lectures and on the job training. Courses are also taken at the local ROP program, Community Colleges and Training academies. The following subjects will be covered:

- a. Report Writing- The course covers Security terminology, details to include and the type of important information that is needed in a report
- b. Public Speaking- Officers take a customer interaction course, covering public and client interaction and customer service.
- c. Customer Focus- Officer recognizes gender and racial harassment and discrimination. Stereotyping. Introduction to Diversity, ethics and professionalism
- d. Parking and Traffic Control- This course covers access control procedures, maintain safety awareness, safety signs, proper use of traffic control equipment. Handling traffic flow and large gatherings. Emergency evacuation procedures.
- e. Powers of Arrest- Officers must have a California BSIS issued guard card, which covers Powers of Arrest.
- f. Legal Powers and Limitations- Roles of a security officer. Introduction to criminal, civil and administrative procedure, and BSIS codes & Regulations
- g. CPR & First Aid- Class given by the American Red Cross, covering techniques and laws.
- h. Driver Safety Training- This course includes laws and proper ways to drive and maintain yourself safe, followed by a written test and a behind the wheel test.
- i. Accident- Officers will receive training on what to do in case of an accident, who must be contacted and where information is located.
- j. Fire Protection and Prevention- Officers take two course, one course covers Hazardous material and how to prevent fire or damage. The second course covers Fire protection and fire watch conduct and procedures.
- k. Appearance and Grooming- How to take care of the uniform and use of company equipment.
- l. Crisis Management- Gives the security officer direction and a template to use for response to a crises. Bad weather, terrorist attack, hazardous materials.
- m. Officer Safety- Discusses threat assessment, blood borne pathogens, environmental and hazardous materials.
- n. Handling Difficult People- Covers the following topics; communications, conflict management, speaking constructively, valuing diversity, negotiating and verbal diffusion.
- o. Workplace Violence- Detecting unusual behavior. Warning signs (Worker to Worker) Client to Customer and supervisor to subordinate.
- p. Crowd Control- How to properly and safely participate in crowd control or riot situations.

- q. Interview Techniques- This course prepares officers to conduct an interview and explain the difference in the various levels of interviews. The officers learn how to dialogue with a witness, victim and suspect. Course topics include interviewers' responsibility, documentation, confidentiality, types of interviews, locations for interviews, note taking and demeanor of the officer
- r. Crime scenes- Officer learns the importance of preserving a crime scene. How to protect it, documenting evidence, recording the scene, preventing crime scene contamination, controlling access and assisting law enforcement.
- s. Weapons of mass destruction- Prevention and deterrence of the use of chemical agents, biological agents, radiological materials and explosive devices.
- t. Principles of safeguarding information- Covers all policy matter and procedures concerning access and restriction of client information.
- u. Labor Relations- The study and practice of managing unionized employment situations. This course covers labor history, labor law, Union Organizing, contract bargaining and the modified response to different scenarios.
- v. Heat Illness prevention- Human body response during heat stress. Hydration procedures to treat heat exhaustions.
- w. School Officer- Officers will be trained on the laws surrounding being on a school campus while minors are present.

REFERENCES

Hesperia Unified School District

15576 Main Street
 Hesperia, CA 92345
 Virginia Gutierrez
 Director - Purchasing, Facilities, Warehouse
 (760) 244-4411 Ext. 7304
 July 2014 - Present
virginia.gutierrez@hesperiausd.org
 Provide 3 vehicle patrols of all the schools
 and alarm response. \$505,000 annually

Central Unified School District

5652 W. Gettysburg,
 Fresno, CA 93722
 Richard Romero
 (559) 274-4700 Ext 71212
rromero@centralusd.k12.ca.us
 July 2018 to Present
 Provide one vehicle Patrol of all schools in
 the District and Alarm Response
 \$150,000.00 annually

Fullerton Joint Union High School District

Dale McCurry
 1021 S Leslie St
 La Habra, CA 90631
 (714)680-5609
dmccurry@fjuhsd.org
 2015-Present
 \$220,000 annually
 Afterhour vehicle patrol of all schools in the
 district, respond to alarm calls.

Lake Elsinore Unified School District

John Frampton, Asst. Director Facilities and
 Operations
 951-253-7038
john.frampton@leusd.k12.ca.us
 Provide 1 after hours vehicle patrol and alarm
 response of all the District schools and
 facilities

Anaheim Elementary School District

1001 S East St,
 Anaheim, CA 92805
 Lenny Damico, Director, Maintenance &
 Operations
 (714) 517-7551 x4303 or (714) 863-2853,
ldamico@anaheimelementary.org
 July 2018- Present, \$85,000/year
 Provide 1 after hours vehicle patrol and alarm
 response of all the District schools and
 facilities.

Foothill Transit-Downtown Bus Layover

100 South Vincent Avenue, Suite 200,
 West Covina, California 91790,
 Vincent Saucedo, Construction Project
 Manager
 626.931.7252, 626.533.8730,
vsauceda@foothilltransit.org
 July 2019- Present, \$68,000/year
 Conduct foot patrol at a bus layover yard in
 Downtown Los Angeles, observe and report.

Los Angeles Unified School District

333 South Beaudry Avenue,
 Los Angeles, California 90017
 Albert Gamboa
 213-923-9629, albert.gamboa@lausd.net
 2010-Present, Varies \$
 We have provided security guard services for
 the New Construction department, as well as
 have a Fire watch contract. We provide
 services on an as needed basis, purchase orders
 can be for 2 days or 18 months, they are subject
 to immediate cancellation and typically have
 hours notice to start services.

PRICING

Crossing Guard Rate: \$30.00/hour



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Approve Annual Blanket Purchase Orders for Fiscal Year 2022-23**

DATE: June 22, 2022

RECOMMENDATIONS:

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

1. Authorize issuing a Blanket Purchase Orders/purchasing authorization amounts to various vendors for purchasing during FY 2022-23; and
2. Authorize City Manager to approve up to an additional \$25,000 in expenditures to each vendor, if necessary, during the same fiscal year; and
3. Take such additional, related activities that may be desirable.

FISCAL IMPACTS

As part of the assessment process for this request, the Finance Department reviewed vendors that multiple City departments frequently use. The review identified several transactions with Amazon and Home Depot. To ensure purchases meet internal and external purchasing guidelines, staff requests that City Council authorizes issuing blanket purchase orders to each vendor. If this recommendation is approved, mentioned, the Finance Department will issue Blanket Purchase Orders to each vendor in the following amounts:

Vendor Name	Description	Amount	G/L Code(s)
Acro Printing	General printing, advertisements, community promotions	\$75,000	Various
Amazon	General supplies	\$175,000	Various
CDWG	Computer hardware, software	\$50,000	Various
Dell Computers	Computer hardware, software	\$50,000	Various
Home Depot	General supplies, equipment	\$75,000	Various

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 22, 2022
Approve Annual Blanket Purchase Orders for Fiscal Year 2022-23
Page 2 of 3

Tyler Technologies	Support services for New World System	\$50,000	Various
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It is also requested the City Manager is authorized to approve an additional \$25,000 to each vendor during the fiscal year if the need arises. All purchase orders will be valid for purchases made during the current fiscal year (July 1, 2022 through June 30, 2023).

BACKGROUND

Near the beginning of the fiscal year, the City typically establishes blanket purchase orders with various vendors that provide items and services regularly used. This purchase commitment helps vendors and staff manage to order items and services more efficiently. In general, blanket purchase orders help expedite and simplify the purchasing process and create an opportunity to obtain discounted rates from vendors.

DISCUSSION

As a member of the various cooperative purchasing networks, the City has access to several publicly vetted agreements for various goods and services. This list includes Amazon, CDWG, Dell Computers, and Home Depot. These vendors have valid agreements within the networks to purchase items. Under Montebello Municipal Code Chapter 3.20.125, Piggybacking Purchasing Agreements, the City can establish purchase orders with these vendors using the same terms and conditions.

Since 2013, the City has used software developed by Tyler Solutions to effectively and efficiently manage several City functions. These solutions have helped automate the process of several day-to-day business activities such as accounting, procurement, payroll, project management, personnel management, and public safety. Data produced by this software is typically in real-time and critical to the staff's decision-making process and planning efforts. The City pays approximately \$275,000 annually for system support, maintenance, and licensing of Tyler products. This amount does not include training, services for integration with other solutions, and other services that are not included in the annual fee. For these reasons, staff requests an additional \$50,000 for services from Tyler. Tyler solutions are proprietary and are the only source with the capability to provide remote support, integration, and training services. As a result, this service is a sole source and exempt from the competitive bidding process under Montebello Municipal Code Section 3.20.050, Subsection B – Conformance with Bidding Procedures.

Staff is also seeking authorization to issue a purchase order to Acro Printing (Acro) for \$75,000. Acro provides graphic design and printing services for several city departments. These services are typically used to create community promotional items such as the quarterly newsletter and other general materials to inform the residents, business owners, and other community stakeholders.

Lastly, it is recommended that the City Manager is given authorization to increase the purchase orders mentioned above orders by up to \$25,000 during the fiscal year should the need arise.

SUMMARY

The Finance Department requests Blanket Purchase Orders with various vendors to ensure the City receives the best pricing and purchases are made in compliance with the local vetting process.

ATTACHMENTS:

- A. Attachment A – Amazon – Contract No. MA3457
- B. Attachment B – Amazon – Contract No. R-TC – 17006
- C. Attachment C – CDW Government, LLC – Contract No. R210401
- D. Attachment D – Dell – Contract No. GS-35F-059DA
- E. Attachment E – Home Depot – Contract No. 16154

State of Utah
Contract # MA3457
for
Online Marketplace
with

Amazon.com Services LLC

Effective: September 9, 2020

The following documents comprise the executed contract between the State of Utah and Amazon.com Services LLC effective September 9, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

Contract # MA3457

STATE OF UTAH COOPERATIVE CONTRACT MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LLC

Name

410 Terry Ave N

Address

SeattleWA98109

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Limited Liability Company

Contact Person Marcus Handler Email mahandle@amazon.comVendor # VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace
3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: an online marketplace with dynamic pricing.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation # MG20-81.
5. CONTRACT PERIOD: Effective Date: September 9, 2020; Termination Date: May 5, 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
6. Payment: Prompt Payment Discount (if any): NA.
7. Administrative Fee, as described in the Rebate Agreement between OMNIA Partners and the State of Utah.
8. The Contract contains the following documents listed in the order of precedence:
- ATTACHMENT A: Terms and Conditions
ATTACHMENT B: Scope of Work
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED (listed in order of precedence and below those documents listed in Section 8 in order of precedence):
- All other governmental laws, regulations, or actions applicable to this contract.
 - Utah State Procurement Code, Procurement Rules, Contractor's response to solicitation #MG20-81, and Solicitation # MG20-81.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

STATE

October 1, 2020

October 1, 2020

Contractor's signature

Date

Director, Division of Purchasing

Date

Anne Rung

Authorized Signatory

Chris Hughes

Type or Print Name and Title



<u>Michael Glenn</u>	<u>801-957-7137</u>	<u>NA</u>	<u>michaelglenn@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 4/22/20 RS)

DS
MG



Attachment A Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180>.

- PURPOSE OF AGREEMENT.** This Agreement governs your access to, use of, and transactions made through Amazon Business. **“Amazon Business”** enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the **“Feature Terms”**) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users’ use of and access to Amazon Business. These **“Policies”** include the [Amazon Business Acceptable Use Policy](#), the [Amazon Business Pricing Policy](#), the [Amazon Business Sanctions and Export Policy](#), the [Amazon.com Privacy Notice](#), the [Amazon Business Gift Card Policy](#), and the [Healthcare Disclosure Policies](#). This Agreement incorporates by reference the Feature Terms and the Policies.
- ELIGIBILITY; ACCOUNT SECURITY.** By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. **“Eligible Entities”** include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a **“Business Account”** will be created for your organization. You may authorize others to create a **“User Account”** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
- SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon’s Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued



without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a “**Claim**”) to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.
6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.



7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the [Privacy Notice](#) to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("**Confidential Information**"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we



each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

9. **THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.
10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.
11. **ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.
12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may



terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

13. **COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the [Amazon Business Help Pages](#) for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

14. **LICENSE; SOFTWARE.** The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the “**Amazon Software**”). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.



14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your [Message Center](#) and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also



send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available [here](#).

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this “**Amendment**”) to the Amazon Business Accounts Terms and Conditions, above and available at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180> (as updated from time to time, the “**Agreement**”), between Amazon Services LLC (“**Amazon**”, “**we**”, “**us**”, or “**our**”) and the State of Utah (“**Customer**” or “**you**”) is effective as of the last date of signature below (the “**Amendment Effective Date**”). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW.** The Section in the Agreement entitled “**GOVERNING LAW**” (currently Section 8.1) is deleted in its entirety.
2. **DISPUTES.** The Section in the Agreement entitled “**DISPUTES**” (currently Section 8.2) is deleted in its entirety.
3. **MODIFICATIONS.** The Section in the Agreement entitled “**MODIFICATIONS**” (currently Section 10) is amended by adding the following sentence:

“Notwithstanding this Section 10, no changes or updates to Amazon’s Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties’ written agreement in a subsequent amendment.”

4. **TERM; TERMINATION.** The Section in the Agreement entitled “**TERM; TERMINATION**” (currently Section 12) is amended by adding a second paragraph as follows:

“Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days’ prior written notice to the other party.”

5. **AMAZON BUSINESS ANALYTICS.** Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract (MA3457) access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds.”

6. **LAWS AND REGULATIONS.** A new Section 17 is added to the Agreement entitled “**LAWS AND REGULATIONS**” that states as follows:

“Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement.”



7. FEDERAL FUNDS CERTIFICATIONS. A new Section 18 is added to the Agreement entitled “**FEDERAL FUNDS CERTIFICATIONS**” that states as follows:

“18.1. Debarment. Amazon certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

“18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.
- (C) This Agreement is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. ENTIRE AGREEMENT. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. CONFLICTS. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. COUNTERPARTS AND DELIVERY. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.



Attachment B

Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market. The State is seeking to provide users with access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

Categories:

The contract includes four (4) awarded categories. This contract may only be used to purchase items that fall within the category/categories below. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to:

- 1) Education-Based Accessories, Display, Products and Related Supplies
 - a) Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.
- 2) Information Technology-Peripheral Devices and Related Products
 - a) Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.
- 3) Maintenance, Repair and Operations Products (MRO)
 - a) Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.
- 4) Office-Based Accessories, Décor, Products, and Related Supplies
 - a) Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage,



calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

- ☐ **Online Marketplace:** Contractor will provide access and use to a digital marketplace for users of this contract to order goods and services through.
- ☐ **Digital Analytics:** Contractor will provide some form of data analytics.
- ☐ **Ability to Restrict Categories:** Contractor will provide the ability to restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules. Some of these features and tools are only available with BusinessPrime.

Dynamic Pricing:

The Amazon Business uses dynamic marketplace pricing. This contract will not need to be amended when prices fluctuate.

Cooperative Agreements:

Utilization of the Contract by OMNIA Partners' participating agencies will be at the discretion of the individual participating agency. Any modifications agreed to by participating agency and Contractor may not expand upon the Scope of Work in the Master Agreement and are exclusively between the participating agency and the Contractor.





CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.
-

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentiss D. Wilson, Jr.
Authorized Signature

Prentiss D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date





Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
- b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
- c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
- d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
- e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

- 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispcast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Prince D. Wilson
Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date



Region 4 ESC

Contract # R210401

for

Technology Solutions, Products, and Services

with

CDW Government LLC

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and CDW Government LLC, effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for
Technology Solutions, Products and Services

SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

- 1) **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, January 19, 2021 @ 10:00 AM CST
- 2) **Virtual Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:
 - December 15, 2020 @ 11:00 AM CST

All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name CDW Government LLC

Contact Person Pam Janutolo

Signature 

Date 01/15/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 1 – Draft Contract and Offer Contract Signature Form (Appendix A)

Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of April 27, 2021 by and between **CDW Government LLC** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. **Refer to Appendix B**
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. **Refer to Appendix B**
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. **Refer to Appendix B**
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) Refer to Appendix B for additional clause regarding cloud services**

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name CDW Government LLC
Address 230 N Milwaukee Ave
City/State/Zip Vernon Hills, IL 60661
Telephone No. 847.371.5800
Email Address david.hutchins@cdwg.com
Printed Name David Hutchins
Title Vice President, Strategic Programs
Authorized signature David C Hutchins

Accepted by Region 4 ESC:

Contract No. R210401

Initial Contract Term June 1, 2021 to May 31, 2021

Margaret S. Bass
Region 4 ESC Authorized Board Member
Margaret S. Bass

4/27/2021
Date

Print Name
Linda Tinnerman
Region 4 ESC Authorized Board Member
Linda Tinnerman
Print Name

4/27/2021
Date

4/27/2021
4/27/2021

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021

Proposed Deviations

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A 11 b) / page 17	<u>Termination for Cause.</u> If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	<u>Termination for Cause.</u> If, for any reason, Contractor either party fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC the non-breaching party reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law provided the breaching party is unable to cure such deficiency within thirty (30) days after receipt of notice. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	Accepted
Appendix A 22 / page	<u>Warranty Conditions.</u> All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	<u>Warranty Conditions.</u> All supplies, equipment and services shall include manufacturer's minimum standard warranty and, to the extent provided by the manufacturer, one (1) year labor warranty unless otherwise agreed to in writing.	Accepted
Appendix A 30 / page 20	<u>Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the	<u>Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses finally awarded by a court of competent jurisdiction arising out of or resulting from the grossly negligent actions of the	Accepted

**Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021**

Proposed Deviations

	solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract which proximately causes death or personal physical injury, or from damage to tangible personal property suffered or incurred by Region 4 ESC. Claims do not include any damages or liability that are otherwise excluded from this Contract or that arise from the product(s) or software or from the data processed thereby. Contractor's obligation is contingent upon Region 4 ESC providing: (i) Contractor sole authority in any claim's defense or settlement; (ii) all reasonable assistance, at Contractor's expense, in any such defense; and (iii) prompt written notice of and description of each claim. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY REGION 4 ESC FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM; OR (B) \$100,000. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	
Appendix A 34 / page 20	CDW-G proposes a new clause be added to appropriately document its role as a reseller of cloud services.	It is acknowledged that Region 4 ESC is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service	Accepted

**Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021**

Proposed Deviations

		Provider's standard terms and conditions, or such other terms as agreed upon by Region 4 ESC and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Region 4 ESC and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services. On occasion, Contractor may be required by the Cloud Service Provider to execute a separate agreement (each a "Cloud Service Order") with Region 4 ESC, which will be provided to Region 4 ESC in advance of purchase. Region 4 ESC shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. CONTRACTOR IS HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND REGION 4 ESC ASSUMES ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.	

Tab 2 – Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

CDW•G offers our entire product catalog of over 1,000 manufacturers. Our pricing offer is a fixed percent discount off the CDW•G Advertised Price by product catalog as seen below:

CDW•G Product Tree Categories	Discount*
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
Data Storage/Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
NetComm Products	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (Partner Delivered)	0.00%
Client Configure-to-Order	0.00%
Software	4.00%
Collaboration Hardware	4.25%
Video & Audio	3.50%
Cables	15.00%

*Discounts are taken from CDW•G National Advertised price. Our National Advertised price is benchmarked against current market demand as well as live pricing on our competitor's websites, which we adjust to remain competitive.

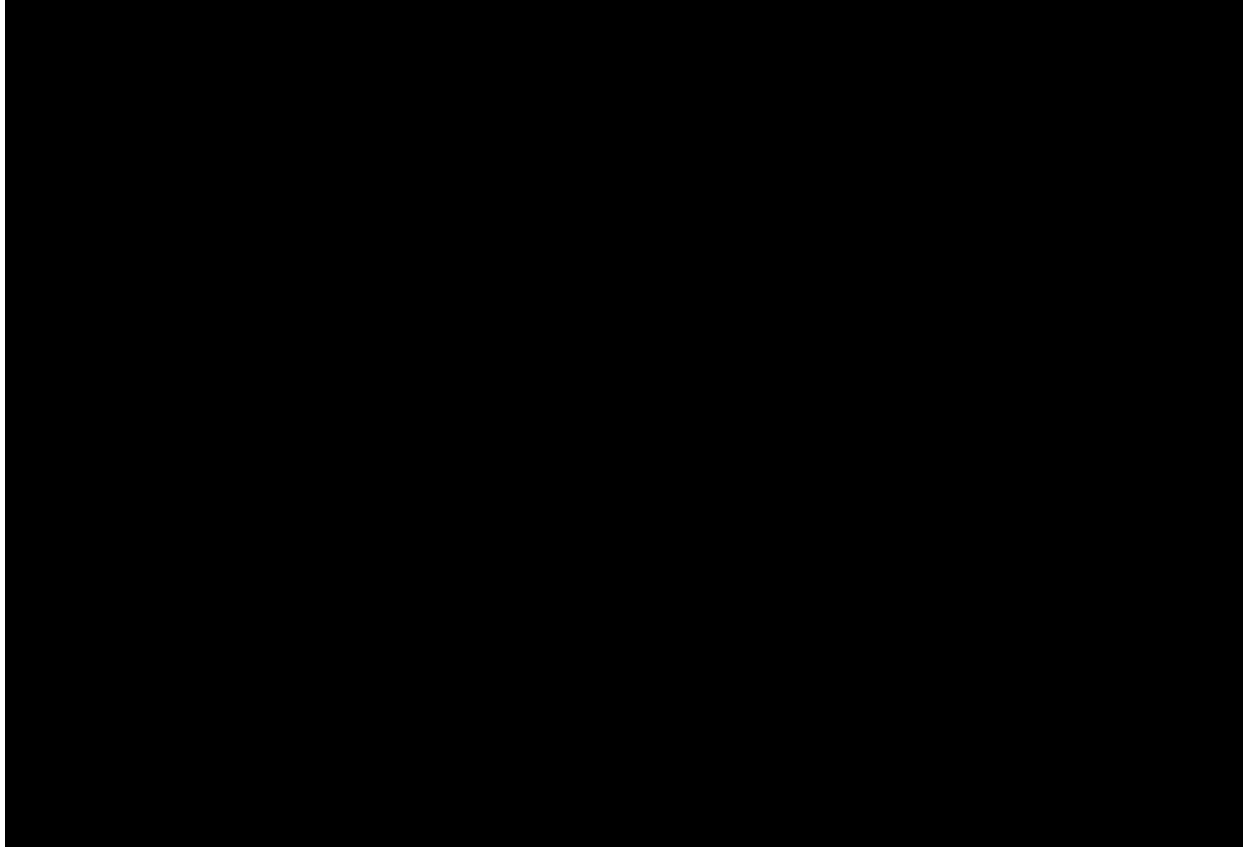
Note: Apple products are offered / allowed at 0.5% discount from National Advertised price, irrespective of category classification. However, CDW•G is not authorized to sell Apple to the K12 segment.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated.

Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).



- iii. Is pricing available for all products and services?

CDW•G offers our entire product catalog, which includes hardware, software, and services exclusive of cloud-based software offerings which are available under another OMNIA Partners/ESC Region 4 Contract that we currently hold, #R171001 (Total Cloud Solutions).

- iv. Describe lease/rental options available including financing information.

Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view

our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps:

1. An initial discovery session to understand member goals, requirements, and budget
2. An assessment review of members' existing environment and definition of project requirements
3. Detailed vendor evaluations, recommendations, future design, and proof of concept
4. Procurement, configuration, and deployment of the final solution

Our diverse portfolio offers Region 4 ESC members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work with Region 4 ESC to explore the need to engage additional leasing partners.

Region 4 ESC members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.

Please note:

- Once the Region 4 ESC customer/member agrees to the proposal, the third-party Leasing Company produces a contract between themselves (lessor) and Region 4 ESC customer/member (lessee). CDW•G is not a party to the lease.
- CDW•G will provide leasing options when regulations permit.

v. Describe any shipping charges.

Contract pricing offered includes lowest ground freight option, delivered to the specific receiving point identified in the purchase order. Expediated freight, shipping to Hawaii or Alaska or special deliveries would be an additional cost or at the discretion of the dedicated account team and subject to review.

vi. Provide pricing for warranties on all products and services.

CDW•G offers our entire product catalog, which includes warranties available for goods. This is included in our Category discounts.

vii. Describe any return and restocking fees.

Standard re-stocking fees are as follows:

- 30 Days after Invoice = 15% return fee
- 60 Days after Invoice = 30% return fee.
- Restricted manufacturers & items will incur a return fee Day 1 from invoice.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Region 4 ESC prices and percentage off discounts listed in our proposal are the ceiling price at quantity one (1). It is our experience that few purchases are made for quantity one and that often we can share additional discounts with customers through our close relationships with key OEMs. It is through this practice, we encourage Region 4 ESC members to work directly with their dedicated account team for opportunities where volume is present to identify additional discounts which might be available.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. If you need to make purchases on the Region 4 ESC contract, users can view contract specific pricing as they shop on Account Center. Your Account Center will automatically populate up-to-date contract pricing.

Program Management Oversight

The Region 4 ESC contract will be assigned to David White, your current Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained.

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The category discount percentages will remain firm during the life of the contract.

CDW•G processes a transaction every 3 seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, our Advertised Pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. We choose to go above and beyond competitive market pricing for our customers by providing a competitive discount on our Nationally Advertised Price (NAP) index. We believe that by providing additional discounts off an already dynamic price index, the Region 4 ESC members will receive best value. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

As a leader in technology solutions, CDW•G's product portfolio continues to evolve with new products and new partners. As new items are entered into our product portfolio, they are classified into the current product category hierarchy, and will be assigned the discount percentage aligning to that specific category.

xii. Provide any additional information relevant to this section.

Tab 3 – Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see Omnia Partners Documents (Appendix D) below.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Acknowledged

Please see **Appendix B - Terms and Conditions Acceptance Form**

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see **Attached Federal Funds Certifications (Appendix D, Exhibit F) and the New Jersey Business Compliance (Exhibit G)**

- iv. Describe how Offeror responds to emergency orders.

Whenever a Region 4 ESC order requires expediting, it will be treated with priority. If an emergency arises, contact your dedicated Account Manager who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) needed for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

Because of CDW's large volume relationships with our OEM supplier partners, we are in a strong position to deliver products before other vendors are able to do so, even in the event of industry wide supply constraints. This has been the case throughout 2020 as we have worked with many K12 customers dealing with equipping students for remote learning scenarios in the midst of the coronavirus pandemic. We have successfully worked with many school districts, and in fact, entire states with statewide coordination, to provide emergency product supplies as fast as possible given market conditions.

For any priority rated order, please contact the designated program manager on record as early as possible.

v. What is Offeror's average Fill Rate?

A key factor that differentiates CDW•G is our ability to deliver the right products right when you need them. We currently carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers so we have the products you need, when you need them.

CDW•G has two state-of-the-art distribution centers: a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. Our strategically located distribution centers allow us to ship your products to your U.S. location(s) quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.

Region 4 ESC has access to our highly trained and certified technicians to custom-configure your systems to save you time and free up your IT resources. Products arrive ready to use out of the box, maximizing your employees' productivity. This physical warehouse model allows CDW•G to provide Region 4 ESC with the quickest order turnaround in the industry.

CDW•G's same-day fill rate varies between 97% and 99% for credit-approved orders with in-stock product. Same-day order fulfillment may be constrained due to the addition of configuration services and the complexity of those services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Our accuracy of products shipped is in the 97-99% range due to the number of checks and balances we have in the system. The delivery location is set at order entry so if the address is put in correctly it will be delivered as requested as long as the carrier delivers it as expected

vii. Describe Offeror's return and restocking policy.

CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. Please contact your CDW•G Account Manager or Customer Relations at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com, to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. This will expedite and help ensure the proper action or credit upon processing.

The following information is needed when requesting an RMA number:

- Customer number
- Invoice number
- Serial number
- Reason for return
- Action to take (replacement/repair/return/credit)
- Whether the box has been opened or is manufacturer sealed.

CDW•G's complete return policy can be found here: [CDW•G Return Policy](#)

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

In those instances where Region 4 ESC chooses the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience

CDW•G does not manufacture products, but end user IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through your dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet Region 4 ESC's needs. In order to understand all of our best-value options, we recommend that you work with your trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance.

For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Region 4 ESC when left to manage this part of the technology lifecycle on their own. Imagine for a minute Region 4 ESC with small IT staff, is left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage so you aren't bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs.

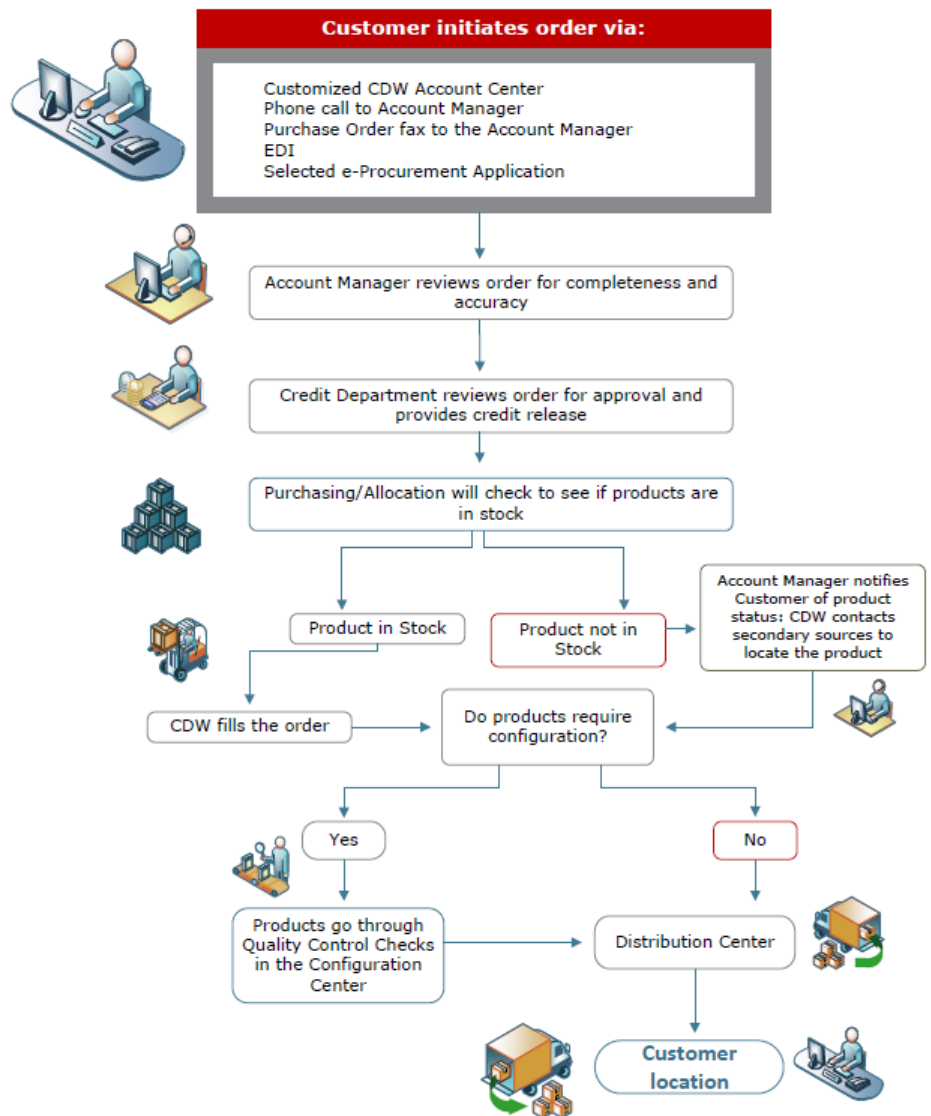
ix. Describe Offeror's customer fulfillment process

The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

Most orders are picked using radio frequency scanners, or voice picking headsets to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application. Larger items are placed onto the conveyor where the entire carton goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.

Order Entry to Product Delivery



- x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday.

We service customers through phone support, email, and live chat. You will be able to contact our customer relations staff directly or you can go through your Account Manager to resolve problems. The

customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

Each customer relations representative completes a 6-8 week training program upon hire, ensuring quality and consistency across our department. We look for candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within our department, helping us retain talent and experience.

Customer Support Hours

Customers can contact customer relations, technical support and site support via phone, e-mail and online chat from Monday through Friday during the following hours.

Customer Relations:

phone and email M-F from 7am to 9pm CT
online chat M-F from 7am to 6pm CT

Technical Support:

phone and email M-F from 7am to 6pm CT
online chat M-F 7am to 7pm CT

Site Support:

phone and email M-Th from 7am to 6pm
online chat M-F from 7am to 7pm CT

- xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Or, a customer can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regards to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner.

CDW•G now has the capability to send .PDF invoices via email to customers, an important environmentally responsible initiative that Region 4 ESC may want to support. If Region 4 ESC would like to receive invoices as a .PDF attachment via email, please contact your CDW Account Manager to initiate this change.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

xii. Describe Offeror's contract implementation/customer transition plan.

With experience managing thousands of contracts in the public space, CDW•G has a robust agreement management process, known as Contract Launch and Acceleration, to execute Region 4 ESC's requirements, successfully transition the current contract iteration to the new agreement, ensuring a seamless experience for Region 4 ESC. The six pillars of Contract Launch—Pre-Award, Intake, Setup & Compliance, Education, Performance Tracking, and Growth—ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle by a cohesive, multidisciplinary team.

CDW•G and our marketing team are very familiar with Region 4 ESC and the OMNIA Brand as a current contract holder. Upon award of the new contract, CDW•G will transition customers using the current contract to the new contract. After contract launch, we can add any new customer who requests being added to the contract by linking them to the new contract within 5 business days of request.

Pre-Award Activities

Contract Launch begins prior to a contract award by building a plan and corresponding activities in parallel to the response submission. As part of CDW•G's Contract Launch process, the following pre-award activities are currently underway:

- Members of Contract Launch Pre-Award (PA) Workstream will reach out to Region 4 ESC that have signed an Intent to Participate to understand any unique requirements. Information will be updated in CDW•G's proprietary customer account database in preparation for a PA.
- Detailed internal workflow with names, roles and responsibilities for the complete PA lifecycle. To avoid bottlenecks or single points of failure, each PA will have a designated owner to shepherd it successfully through the negotiation and execution process.
- Create and test a PA toolkit to enable all users that touch the internal PA execution process
- Using historical and existing PA data, we have developed a list of Purchasing Entities that need to be contacted to begin the contract transition process
- Additional resources across Strategic Programs and Sales have been identified and will be trained to support the expeditious execution of an influx of PAs.

Launch and Acceleration Activities

CDW•G's launch plan is already underway. Region 4 ESC can be confident in our ability to deliver timely solutions and support through this transitional period.

The State Contract Launch & Acceleration	
Pre-Award	Project Plan: A list of tasks and responsible parties (Contract Champions) will be clearly identified and assigned ownership for Launch and Marketing activities. .
	Initial Review: Contract Champions review documented CDW•G contract deliverables with to ensure we are familiar with and committed to deliverables and expectations.
	Partnership Alignment: Align with strategic Partners to make them aware of the new contract iteration highpoints and expectations.
Intake	Master Agreement Execution: Upon award, CDW•G will initiate the execution of the contract with Region 4 ESC to create a smooth transition from current agreement to the new contract.

Set-up & Compliance	Contract Kick-off: A kick off call will be established in concert with Region 4 ESC's stakeholders to review contract launch activities and introduce the core CDW•G/Region 4 ESC team. We will provide written timelines and summaries, in advance of calls.
	Pricing: Set up pricing in our contract management system and ensure compliance with agreed structure. Conduct Quality Control and confirm pricing is correctly populating to online portal and Purchasing Entity online accounts.
	Stretch and Piggyback Agreements.: CDW-G will contact each entity with whom we currently have a Stretch or Piggyback Agreement based on the existing contract R160201. We will determine whether there is a mutual interest in continuing the Stretch/Piggyback under the new contract; and if so, take steps to modify or create a new agreement as needed to address the individual circumstances.
	Contract Fees: Work with program management and finance teams to ensure proper set up for contract fee payments
	Custom Premium Page: Create landing page with contract details and confirm acceptability of the website format and data with Region 4 ESC.
Education	Contract Wiki: Develop a dedicated Wiki Page for Region 4 ESC to highlight contract requirements, eligibility, support structure for Sellers, limitations and exclusions and any other relevant information.
	Contract Announcement: Region 4 ESC's dedicated Program Manager will issue an announcement to all CDW•G sales team notifying them of the contract award and providing relevant information and resources.
	Contract Focused Training: Educate the sellers and other supporting roles on contract nuances, usage and compliance. Create virtual training modules in conjunction with live training to help Sellers drive the correct engagements with Purchasing Entities.
	Seller/Customer Awareness: Customer outreach collateral and notices including contract details and information will be created and distributed to Purchasing Entities to inform them of the contract award and get feedback on their specific needs.
Performance Tracking	Reporting: Establish contracting requirements and cadence for all Purchasing Entities.
	Customer Surveys: Develop customer satisfaction survey and implement remediation plan(s) for any identified performance lapses.
Growth	Contract Strategy: Align with Region 4 ESC's goals and build strategies to drive Purchasing Entity adoption and utilization through CDW•G.
	Marketing: The Program Management and Capture teams will align with CDW•G Sales, Marketing, and the State to build mutually agreed upon Marketing material to be distributed to Eligible Entities; Ensure collateral is compliant with contract requirements.
	Quarterly Contract Reviews: Meet quarterly with Region 4 ESC to review contract sales and observed trends.
	Annual Business Review: Meet with Region 4 ESC to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.
	Accelerate Contract Utilization: Prioritize entities which are either new to Contract as well as laser-focus on entities with established partnership with CDW•G.

xiii. Describe the financial condition of Offeror.

Stability of CDW

CDW•G is a Fortune 500 company that is not only local, but also on firm financial ground. Leveraging our size and partner capital empowers us to effectively operate as our customers' advocate when it matters. And, if history is any indicator, it matters often. In a time of global unrest and economic uncertainty, CDW•G is the partner that will be here tomorrow. We are the partner that is not only financially stable, but also operates with heart and integrity.

Ability to Adapt/Agility

Our longevity and stability also play an important role in helping customers navigate through unpredictable and difficult circumstances. Many vendors can state how they helped a customer successfully achieve IT objectives, but far less have the wherewithal and the integrity to guide customers through unprecedented economic and global crises. This is because these efforts often involve significant time, expense, and resources on behalf of the vendor. However, our dedication to our customers transcends any short-term losses. When we invest in a customer, it is for the long haul. We understand that how we deal with adversity impacts how and when we succeed.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW plays a critical role in continuing to supply IT products and services to our customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the wellbeing our communities and helping our customers navigate a rapidly changing environment.

Additionally, we have implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The following link is an example of what your website will be capable of: www.cdwg.com/esc4

Account Center Overview

Region 4 ESC will have its own Account Center that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web and we continue to develop enhancements based on customer feedback.

Our extensive suite of online tools, provided to Region 4 ESC at no additional cost, allow you to:

- Streamline the ordering process
- Facilitate product standardization
- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)

- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in SLT format.
- Download reports in Excel or CSV formats.
- Access online chat support

Website Advantages

Our web capabilities provide an extra level of convenience, customization and efficiency for Region 4 ESC. Your Account Center brings you:

Speed — Region 4 ESC folks can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, you and authorized colleagues can procure the best solutions your need at the best price from one of the industry's largest inventories of brand-name products.

Reporting — As a rich source of detail on purchase history, license agreements and asset tracking, CDW•G lightens the burden of generating reports. Your Account Center is a productivity-enhancing tool, giving you the exact detail you require whenever you need it. You can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. We bring you dynamic reporting for the information you need, when you need it, via your Account Center.

The value-added benefit of your Account Center is that you can better manage data and information that will allow you to make more cost-effective decisions. Your Account

Center also reduces the administrative and purchasing costs involved in procurement.

Account Center Features:

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets you view, place and track orders according to their bill-to addresses. A single log-in gives authorized users a way to efficiently access their order status from across the enterprise while placing and tracking orders by address and location.

Account Team — Access Expert Support with a Personal Touch

Your Account Center allows you to work directly with your dedicated Account Manager and sales team as well as customer service professionals and certified technicians during every step of the purchasing cycle. Your Account Center lets you see pictures of your Account Team, view their contact information and check their availability in and out of the office.

Asset Management — Follow Asset-Tagged Hardware Throughout Your Company

Your Account Center provides an online asset management tool to track your asset tagged products. You can search by serial number, order number, or location. You can even create your own custom fields and add or enter products purchased from other vendors. This feature also allows you to modify your records to reflect the transfer of equipment from one location to another--a real plus for companies, like Region ESC, with multiple locations. Asset Management then lets you create and download a detailed report of your company's hardware assets.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability lets you customize your Account Center home page to show the products and configurations Region 4 ESC uses and streamline standard product orders. You can choose a variety of formats in which to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there's no guesswork when making repeat purchases on Region 4 ESC standardized solutions. You save hours having to conduct multiple steps, when you can simply send a bundle right to your shopping cart and check. Your Account Center also lets you perform quick product searches and "comparison shop" by viewing side-by-side, detailed product descriptions before you even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

If you need to make purchases based on a negotiated contract, your Account Center Website lets you search your approved contracts online. Region 4 ESC users can view all eligible contract pricing as they shop. Your Account Center will automatically provide you with your special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Order Center — Track Order Status and Purchase History Instantly

This feature offers a full breadth of tools to track your order status, leases, purchasing history and financing options. Original invoices can be printed and you can view outstanding balances and invoices, credits, adjustments and/or payments. You can download your purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets you automatically save this data in your spreadsheet or database applications. You can readily search your order, get your tracking number, check shipping status and request a Return Merchandise Authorization (RMA).

Online Quotes — Create, Review and Place Orders in Minutes

You can review a quote online just moments after it is created by your Account Manager. Then it can be printed, forwarded to colleagues or managers for pre-authorization or converted to a live order. This feature also lets you create your own quote right from your shopping cart, in addition to viewing contracts, volume and bid pricing online.

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

Your Account Center also automates your approval process. The Purchasing Authorization System (PAS) enables you to restrict your employees' purchasing power and to automate required approvals before any order is placed. PAS bypasses the laborious step of having your purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems which can all function independently for the departments and locations involved with Region 4 ESC's procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on your Account Center.

Catalogs and Custom Catalogs – Limit Product Purchase Rights

Each Region 4 ESC catalog contains a name and a description; they are displayed by product category and show both CDW•G and manufacturer part numbers. There is a drop-down listing on the product search drill-down pages when you conduct a Department Search from the main page, or use the type in search feature on the top right side of the main site banner for your Account Center

The catalog feature allows you to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of your end-users according to Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords which drive the Search Engine are also available for you to search for product. This allows you to refine items listed before making them a part of your custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of your end users and help keep your IT budget on only those items you have selected and approved.

Product Finders — Easily Find the Right Accessories and Supplies

Account Center and CDW•G.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions and other devices. Region 4 ESC can also search for desktops and notebooks. Product finders guide you to the technology solutions that fit your needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection and cases and bags.

xv. Describe the Offeror's safety record.

CDW's safety mission statement: To provide the safest and most secure environment possible for CDW coworkers without hindering their creativity and productivity, enabling our customers to receive their product quicker, more efficiently, and with the highest quality possible.

CDW-G has taken a very serious and considered approach to the current coronavirus pandemic, in compliance with all state and local guidance governing the facilities where we operate

COVID-19 Response

In order to manage events such as the COVID-19 outbreak, appropriate response teams were created and consist of an Emergency Response Team (onsite management), a Business Continuity Team (IT,

Facilities, Coworker Services & Security/Safety) and a Crisis Management Team (EC members). All three teams work closely with one another to ensure the safety of our coworkers is first and foremost during any infectious disease incident. Some of the tasks they follow include but are not limited to:

- Cleaning and sanitizing work areas
- Providing remote access for those coworkers unable to come to work, but are able to work from home
- Providing hand sanitizers at entrances and restroom areas
- Providing hygiene reminder posters in break room and restroom areas
- Communicating with coworkers through email or meetings
- Recommending social distancing
- Providing a COVID-19 web site externally for our partners and coworkers, as well as on the CDW•G intranet with facts and information, updated regularly
- Working closely with health care providers, CDC, and the government for the latest information on vaccinations
- Because we value the safety of our customers and partners our coworkers were trained on the appropriate measures to take in order to safely engage in-person customer meetings

CDW•G is concerned about any infectious disease outbreak and is dedicated to its coworkers, customers, and partners for having an adequate response plan.

We have a continually updated response to COVID-19 posted to our website for all our customers and partners: <https://www.cdw.com/content/cdw/en/updates/cdw-response-to-covid-19.html>

CDW•G has also posted a number of valuable links to help coworkers keep up with the latest information regarding COVID-19 and other infectious diseases. Documents on FAQs, partner updates, health and safety fact sheets, emotional health resources, customer engagement, work from home resources are all provided on the CDW•G intranet.

Maintaining a Safe Work Environment

CDW strives to maintain a working environment, which provides for the safety and well-being of our coworkers, visitors, and surrounding community. CDW is also committed to comply with health and safety standards, which apply to its operations and activities. To meet these goals, a number of occupational health and safety programs and procedures have been developed and implemented. Collectively, these programs represent CDW's efforts to minimize occupational injuries and illnesses, to protect environmental property and to reduce liability.

Regulations require that a comprehensive "Injury and Illness Prevention Program" be prepared and implemented. The CDW approach to preparing such a program has been to incorporate, to the degree practicable, existing hazard control programs and procedures.

The regulation requires specific program elements, including the designation of a responsible person and identification of a system for:

- Communicating with coworkers on matters concerning safety and health;
- Identifying, evaluating and reducing workplace hazards;
- Implementing procedures for injury / illness investigation;
- Mitigating hazards in the workplace;
- Training coworkers; and
- Maintaining records

A comprehensive Injury and Illness Prevention Program (hereafter referred to as IIPP) has been prepared by the Global Security Safety and Business Continuity (GSSBC) Department for implementation at CDW. The CDW IIPP was designed to specifically address the regulatory

requirements outlined above, and to function as an “umbrella” program which incorporates the elements of other occupational hazard control programs and procedures (e.g., Hazard Communication Program, Blood borne Pathogen Program, Lockout / Tagout Plan, etc.) It can be readily modified to integrate new or revised health and safety programs, including procedures required by new, pending or future legislation.

CDW also follows an Accident Investigation Procedure: The manager at the location where the accident occurred will perform an accident investigation. The safety administrator is responsible for seeing that the accident investigation reports are being filled out completely, and that the recommendations are being addressed.

Managers will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries.
- Review the equipment, operations and processes to gain an understanding of the accident.
- If the coworker requires medical treatment, ensure that they are treated and submit to a drug screen.
- Identify and interview each witness who might provide clues to the accident's causes.
- Investigate causal conditions, unsafe acts and make conclusions based on existing facts.
- Complete a Safety Incident Report.
- Provide recommendations for corrective actions and indicate the need for additional safety training.

Accident investigation reports must be submitted to the Coworker Services Department within 24 hours of the accident.

CDW•G has not received any OSHA citations in the last 5 years.

xvi. Provide any additional information relevant to this section.

Omnia Partners Documents (Appendix D)

Supplier Response (3.0)

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company (3.1)

A. Brief history and description of Supplier to include experience providing similar products and services.

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.

B. Total number and location of sales persons employed by Supplier.

CDW currently employs 10,100 coworkers, which are located in offices, remote locations (such as at home), and in the field. Our offices are located throughout the US, UK, and Canada. In the United States there are 26 offices.

C. Number and location of support centers (if applicable) and location of corporate office.

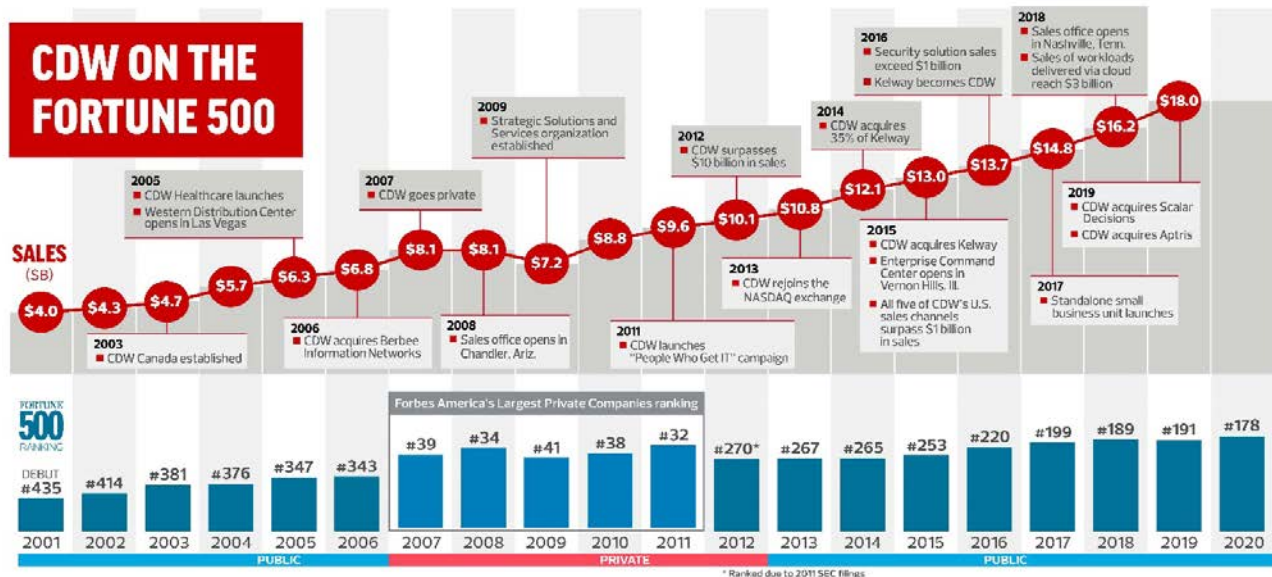
CDW has 26 offices (please see the map above).

The location of our corporate office is: 230 North Milwaukee Avenue in Vernon Hills, Illinois.

D. Annual sales for the three previous fiscal years.

As you can see from the graph below, CDW•G has realized consistent growth since 2001. Our sales for the last three years are as follows:

- 2017 - \$14.8B
- 2018 - \$16.2B
- 2019 - \$18.0B



a. Submit FEIN and Dunn & Bradstreet report.

Unfortunately, we cannot supply a Dun & Bradstreet report as it violates our contract with the company. OMNIA is able, alternately, to obtain a report for CDW•G from Dun & Bradstreet.

E. Describe any green or environmental initiatives or policies.

We reuse, reduce, and recycle wherever possible and both our warehouses are certified by the ISO 14001:2015 Environmental Management System standard. The certification proves that we use 100% recyclable packing material for all our products, and that we set and achieve continual goals regarding the reduction of environmental impact. CDW holds BREEAM certification, too, which relates to the use of light dimming features, solar panels, and rain harvesting at CDW facilities. As well, we offer access to a Print Relief Program that helps our customers save forests by measuring paper consumption and automatically reforesting a company's footprint. Finally, our carriers that deliver products to customers participate in the SmartWay Transport program. This program helps our customers like OMNIA Partners measure, benchmark, and improve freight transportation efficiency.

CDW's Environmental Responsibility

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

ISO 14001:2015 Certification

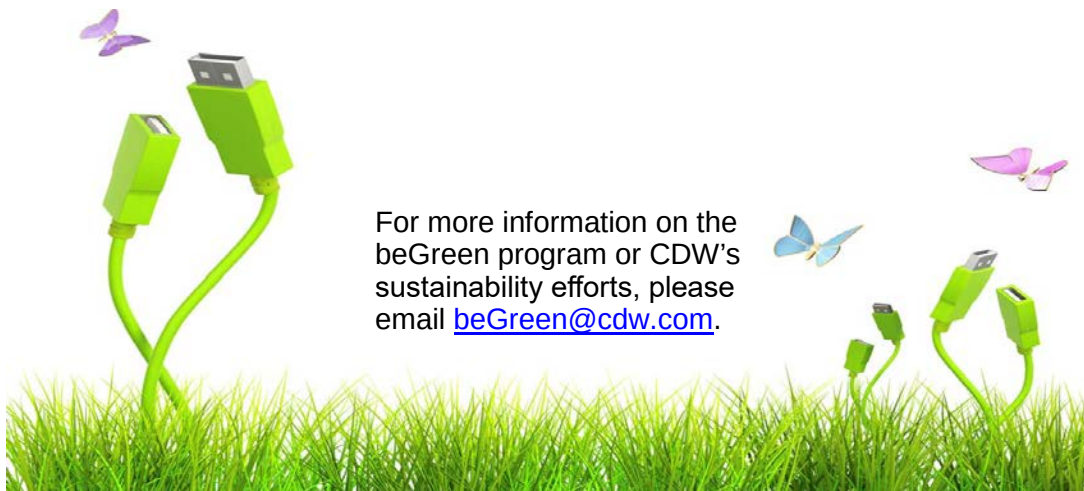
CDW has achieved certification to the ISO 14001:2015 Environmental Management System (EMS) standard. The certification has been awarded to CDW's Vernon Hills, IL and Las Vegas, NV distribution centers and attached offices. CDW's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

**EPA Green Power Partnerships**

CDW participates in the United States Environmental Protection Agency's Green Power Partnership program.

beGREEN Program

CDW implemented a formal beGREEN program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. CDW has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries and wooden pallets. Our dedicated beGREEN staff continually looks for more ways to be environmentally responsible.



Please see **Attachment A – Our Commitment to the Environment**

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

CDW•G Supplier Diversity program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, disadvantaged businesses. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience, while contributing to economic growth in diverse communities.

Since 2007, CDW has been utilizing a vast national network of diverse OEMs, distributors, and service provider partners. Last year alone, we spent more than two billion dollars on subcontracts with our small and diverse partners that serve CDW customers like UC and OMNIA. These suppliers help our customers meet their diverse goals and needs.

- We currently feature over 1,100 diverse suppliers.
- In 2019, CDW became a member of the Billion Dollar Roundtable, joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a Tier-I basis.

CDW•G is continuously developing other MBE/WBE and SDVOB partnerships to meet customers' needs. These relationships include but are not limited to product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit disadvantaged partners locally and regionally, since customer spending goals are tied to their local laws and usually require the partner to be certified within their city or state. These various engagement models allow participating agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. In this way, we differentiate ourselves from our competitors. We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Supplier Diversity program offers a broad and robust partner network to achieve this. Utilizing MWBE partners is part of CDW•G's business strategy. Pricing should not be affected for OMNIA partner members using diverse suppliers on the proposed contract.

The following are just a few ways that CDW•G can support OMNIA Partners members in meeting their diverse supplier goals:

1. Educate users on CDW•G's supplier diversity program and how to initiate a planning session.
2. Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative.
3. Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity.
4. Perform ongoing engagement to adjust plans as necessary.

For more information on our supplier diversity program please see **Attachment B - Supplier Diversity Economic Impact 2019**.

In order to access our diverse supplier network, participating OMNIA Member agencies would reach out to their assigned CDW•G account representative.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

CDW•G provides a unique combination of both in-house resources and outsourced services from qualified subcontractors to assist with projects across a wide range of technologies and solutions. Whether members are looking for imaging, managed services, software migrations, maintenance or onsite installations, CDW•G can provide Region 4 ESC with the best possible resources to ensure maximum satisfaction and to save Region 4 ESC both time and money.

Commitment to Diversity

At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. It's a government's commitment to strengthen civic engagement and level the playing field. CDW supports this effort, too. We launched our Supplier Diversity program in 2007 and have continued to increase our positive impact on diverse businesses since the program's inception.

In 2019, CDW became a member of the [Billion Dollar Roundtable](#) (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW not being a diverse prime has the privilege, opportunity and responsibility to partner with diverse suppliers and bring them with us to every opportunity. Just like our customers, their procurement practices, and technology in general, our Supplier Diversity program is adaptive in order to accommodate the unique and changing needs of our customers. To bolster our support of any Region 4 ESC MWBE goals, CDW endeavors to work with our supplier diversity team and local partners to explore ways to grow our MWBE network.

Another important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities.

CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, as well, which include:



- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce



Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor that provides superior products and a high-quality customer experience. A major priority in our IT initiatives is flexible, adaptive technology that can promote user needs in a secure fashion. It's not enough to provide customers with access to product they want in a quick and efficient manner. Procurement officers need to understand their options and our customers need to know their products are securely sourced. Our position as a leading technology solutions provider with: expertise in web fulfillment and eProcurement, a dynamic pricing structure, mature logistics capabilities, secure and responsible sourcing processes, a fully-developed contract management department, and an in-depth marketing approach combine to create a procurement solution that no other vendor can offer.

Web Capabilities

Limited budgets and requirements for compliance among customers demand that certain features and functionality be inherent within an online marketplace. We understand these needs and we've incorporated them into our digital marketplace solution. For instance, many of the features that our competitors offer at a premium are offered standard through our online marketplace. Features such as competitive, best-value pricing, spend reporting, and account customization are built into our solution.

Additionally (as noted above), we offer customers access to our entire network of diverse suppliers, at no charge, to aid them in meeting requirements. Some marketplace vendors require a subscription just to identify these suppliers. However, we not only identify those currently in our network, we collaborate with users to deliver against their diversity spending targets.

Agile Cost Model

At CDW•G, we have been pioneers in establishing and evangelizing the value of a dynamic pricing structure. We utilize our Nationally Advertised Price (NAP), a Verifiable Price Index, as the starting point in our price proposals. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Our

customers can be sure that the pricing quoted is the most up-to-date and competitive available on the market.

We believe that by receiving additional discounts off an already dynamic price index, OMNIA Partners will provide best value to eligible users. We choose to go above and beyond competitive market pricing for our customers by offering a pricing approach based on NAP. This approach to pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as “virtual warehouses.” This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM’s and distribution partners’ fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G’s marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers (more than 100,000 products from more than 1,000 name brand manufacturers). CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry’s top manufacturers, and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. They send us daily EDI downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users. Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G’s sales and

marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

Finally, here are additional highlights of our features and benefits:

- Experienced account team supports your day-to-day IT needs, and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

CDW•G has not experienced bankruptcy or reorganization.

CDW•G is not currently and has not been involved in litigation, which could impact our ability to provide products and services on this agreement.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held corporation, so this notification is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, and for the prior five years, CDW•G certifies that to the best of its knowledge and belief, it has not been listed by any federal or state authority as debarred or suspended,

where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.

Distribution, Logistics (3.2)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

CDW•G's complete portfolio of product offerings includes over 100,000+ products from more than 1,100 name brand manufacturers. For a listing of our OEM partners, please see **Attachment C - Manufacturer Line Card**.

Based on the strength of our success and our product portfolio, we can offer our customers the newest technologies, robust discounts, and focused OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings.

CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	• e-Procurement integration • Leasing services • Managed services • Pre-shipment configuration • Professional services • Warranty and maintenance
TOTAL SOLUTIONS	• Cloud • Collaboration • Data center and networking • Managed Print Services • Point of Sale • Security • Software management • Total Mobility Management

Professional Services

Our project managers and consultants work directly with you to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. Then they'll QA it. And troubleshoot it. And lead an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve customer experience, increase efficiency and free up your team to focus on what really matters—your business.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your business and technology needs. Maintaining top certifications from the likes of ITIL, HIPAA and Cisco, we have the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sector.

1. Data Center Installation - Data center maintenance can quickly eat through your IT budget. Our data center upgrades can help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.
2. Networking Services - With the proliferation of mobile devices and the Internet of Things, there's more traffic on your network than ever. Before you implement any new IT solution, our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed.
3. Security Services- Security touches every layer of your network infrastructure and requires a holistic defense strategy that aligns people, processes and policies. We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.
4. Digital Workspace Services - As anytime, anywhere workplaces become the norm, your organization needs a control center for employee- and corporate-owned devices, as well as tools for seamless collaboration. Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.
5. Cloud Services - Cloud applications reduce your dependence on high-maintenance hardware and help you mitigate risk by ensuring business continuity, fast disaster recovery and regulation compliance. Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.
6. IT Consulting Services- CDW's Consultative Advisory Services can help your IT team prepare for the future. Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.

For more information please refer to:

<https://www.cdw.com/content/services/professional-services/default.aspx>

Presales Consulting Expertise

A unique advantage of CDW's business model is that Region 4 ESC has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in areas of technology or for specific partner products. Your account manager engages these value-added resources to bring Region 4 ESC the best advice and

technology solutions to meet your unique needs. Your account team coordinates meetings with Region 4 ESC and vendors to review future needs, standards, and roadmaps.

In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

Technology Specialists

Our teams of technology specialists are highly trained and experienced in products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW-G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW-G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We

make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We plan to offer IT goods and services to all areas noted in the OMNIA RFP Partners Advertising Compliance Requirement - Exhibit H. CDW•G serves the entire US (and Canada and the UK).

CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds [REDACTED] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

We also have local distribution partners which can be utilized as necessary by OMNIA members. Some of these distributors have diverse certifications and can be accessed by OMNIA participating members.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

CDWG uses a hybrid distribution model including its 2 warehouses and variety of drop ship and distribution network to ensure delivery requirements.

Region 4 ESC Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified, auditable model that members are familiar with on their current CDW•G agreements. CDWG Advertised pricing is publicly available 24/7 The CDW•G Program Management team uses custom contract management tools, which streamlines the process and

positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:

Customer access to contract
Contract pricing
Contract shipping commitments
Contract fee compliance

The tool matches Region 4 ESC's unique contract codes from a data pool of all CDW•G sales. We access this information to ensure pricing accuracy and timely report submission. Upon award, we will load the contract structure based on our product categories into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price.

As with all of our contracts, the Region 4 ESC contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as maintain the correct contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Distribution

Most of our IT products are processed and shipped from our two CDW warehouses described above. These facilities have configuration capabilities such as asset tagging. We do contract with, as well, a network of fully vetted distributor partners for our customers to use as desired.

Diverse Suppliers

Since 2007, CDW has been utilizing a network of OEMs, distributors, and service provider partners, which are comprised of small business and minority, women, veteran, and LGBTQ- owned businesses. These suppliers help our customers meet their diverse goals and needs.

Shipment Carriers

CDW offer best in class freight solutions utilizing industry well known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload) and local messenger services. All carriers are required to have the following:

- Uniform Delivery Drivers
- On-line tracking
- Performance metrics that align with CDW's requirements (on-time delivery and claims)
- Logistics infrastructure to handle high volume shipper
- Customer Service support 7 days a week, 24 hours a day
- Required insurance coverage
- Statistical reporting to identify shipping characteristic changes
- Security certifications such as TAPA (Technology Asset Protection Association), C-TPAT (Customs-Trade Partnership Against Terrorism)
- EDI capabilities – Tracking number and ASN updates

- Ability to process quotes through high volume TMS (Transportation Management System) platform such as ConnectShip

Carrier's performance is monitored daily; each carrier receives a monthly report card that grades their performance based on key performance metrics that drive supply chain efficiency and the customer facing experience.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As noted above, CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

CDW•G does not have a retail network.

Marketing and Sales (3.3)

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst non- participating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program nationwide.

Key members of the leadership team include:

David Hutchins, VP of Strategic Programs, leads the newly aligned Strategic Programs organization which includes functions of Pre-award Programs, Post- award Programs, Capture/Business Development and Public Sector Strategic Initiatives. Prior to this, David has held numerous sales leadership roles leading Federal, K-12, Higher Education, State & Local teams spanning nearly 27 years with CDW.



Joe Simone, VP of Education Sales, is an executive sponsor of the contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Chris Webb, Director of Capture, is also an executive sponsor for all OMNIA Partners agreements and is committed to the overall success of the CDW•G-OMNIA partnership. In his position, he is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

We understand the pivotal role that launch implementation plays in the overall success of the contract. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables to be implemented within 10 days of contract award date include a companywide contract announcement email and a sales-specific announcement detailing contract benefits for online, transactional business.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory requirement within individual states. We cannot agree to market the OMNIA Partner's contract as our primary public sector go-to-market strategy. We have however included a detailed marketing plan to drive contract awareness, adoption and success. Moreover, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

Training and Education of CDW-G Sales Force with Our Executive Leadership and OMNIA Partners

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and engage in contract

administration, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

Our Program Management team has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. They will collaborate with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. He will work directly with our sales leadership and OMNIA Partners to develop and execute a training program for our sales force. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits.

Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.



B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaign to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications

CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must understand their audience and how to access them, and these publications help reach our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e- newsletters on topics including classroom, cloud, data center, hardware, software, security and services.

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- StateTech Magazine

Advertisements and Cobranding

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving OMNIA Partners;
- Samplings of our breadth and depth of industry partnerships;
- Contract specifics where customers can find CDW•G delivered solutions and services; and,
- Contact details for account managers and account managers in the field.

We can do the same thing for OMNIA Partners on this proposed contract, should you so desire.



Meet the newest member of your technology team: CDW-G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW-G for one-stop simplicity in product procurement across 12 essential technology categories — including client computing, networking equipment and power and cooling solutions — plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW-G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.



Nationwide public sector experience



20 years of service to Utah



Problem-solving experience focused on you



Individual attention from dedicated CDW-G account managers



Solutions that address every need

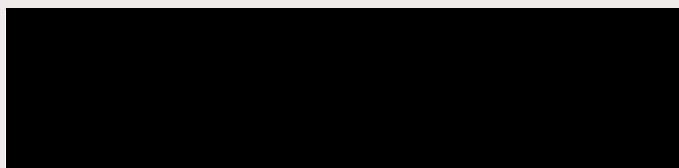


Convenient, state-of-the-art distribution center in Las Vegas

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW-G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- Desktop, office printers and plotters
- 3D printers
- Consumer electronics
- Apple branded products
- ID printers
- Classroom devices
- Audiovisual equipment and accessories
- Uninterruptible power supply (UPS)



Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad, comprised of employees educated on and active in social media, pushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets.



With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message.

This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

The Website will become live reflecting the new award within hours (or a day or two at the most) from the date of award. We are prepared for an award, and there will not be any delay in our ability to stand up the contract and activate pricing on the website after award is made.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sales-led communications campaign, and social media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. As noted above, we also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with OMNIA. For instance, a combined OMNIA and vendor branding logo can be created to include in social media

advertisements, the agreement's customized Premium Page, customer-facing digital and print flyers and customer-facing emails.

Upon contract award, we intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

CDW•G acknowledges and will employ all commercially reasonable efforts to attend and participate with OMNIA Partners at trade-shows and conferences throughout the term of the Master Agreement.

In 2020, CDW•G's schedule includes over 100 regional and nearly as many national events including FETC, TCEA, ISTE, Educause, National Sheriffs Association as well as numerous in market events such as eRepublic Digital Government Summits and CDW•G hosted events.

In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2020, we already committed to attend the OMNIA Partners Regional Connections Event in Philadelphia (but it has been cancelled due to COVID-19).

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approach and specific goals/targets

for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.



Cooperative Contract (#2018011-01) | [View in Browser](#)

HARDWARE SOFTWARE SOLUTIONS CLOUD BRANDS DEALS



**WE GET YOU HAVE
COMMUNITIES TO PROTECT.**

**14
Seconds**

New Ransomware Attacks Occur Every
14 Seconds.¹



As Ransomware Attacks Loom,
Preparation Is Critical for
Municipalities

[Read More](#)



The Importance of Backup
and Recovery in the Face of
Ransomware

[Read More](#)



Shop the cooperative contract
with OMNIA Partners,
Public Sector

[Shop Now](#)

OMNIA
PARTNERS

Call your CDW-G account
manager about the latest
technology offerings on the
cooperative contract with
OMNIA Partners, Public Sector

[800.808.4239](#)

PRESENTED IN PARTNERSHIP WITH



Source: ¹Customonline.com, "5 Cyber Security Statistics You Need to Know For 2020 and Beyond," October 2019

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Like we have done for other OMNIA contracts, we will create a Premium Page dedicated to the new contract. The page will include all contract documentation, marketing materials, products and pricing and relevant links.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (formerly NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (formerly NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs.

For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.

3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
 4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
 5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
 6. You may not frame or alter the CDW•G website in any way.
 7. At CDW•G's direction, you will immediately remove the logo(s)
 8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
 9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.





OMNIA PARTNERS AND CDW-G



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW-G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW-G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW-G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- + Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- + Competitive pricing across CDW-G's entire portfolio of products and solutions.
- + Access to a multitude of services and custom configurations, including equipment staging.
- + Pricing on products made by the following partners:


by Schneider Electric


Authorized Reseller


Enterprise















MKT 39034 © 2019 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.800.4239

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Management team will work directly with our sales leadership and OMNIA Partners. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Name: David Hutchins

Title: VP, Strategic Programs

[REDACTED]

ii. Marketing

[REDACTED]

iii. Sales

[REDACTED]

iv. Sales Support

[REDACTED]

v. Financial Reporting

[REDACTED]

vi. Accounts Payable

We assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary

vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the segment they support such as K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team that are ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.



To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Education Sales, Joe Simone, and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution to a challenge has a simple solution.

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why a problem occurred and work to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of the failure to meet member expectations.

OMNIA can be confident in this contract's level of Executive Sponsorship within CDW•G, as well.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Our customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager who will ensure contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, your assigned Program Manager will work directly with OMNIA to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

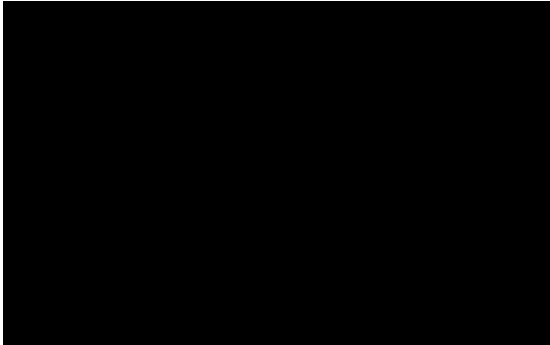
We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e. training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We don't disclose customer financial information; however, the following are our 2019 top Public Agency NIPA/OMNIA Customers:



OMNIA Partners and ESCR4 are in possession of the data we have submitted for sales reporting for all three of the current OMNIA Partners contracts that we hold, which together underscore to the very strong and impactful relationship that we have with both OMNIA Partners and the ESC Region 4 organization.

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G offers our customers several paths to processing orders through an automated process.

eCommerce Platform – Web based

- Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases.
- Whether you are a first-time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shopper's entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

- As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means OMNIA Partners won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform and contract information. CDW•G can support customers who wish to utilize the OMNIA Partners award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP but may be accommodated based upon the scope of the project.

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other like requirements.

We commend OMNIA Partners in creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the public customer space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims to the terms and conditions of this Master Agreement, we will comply with all appropriate agreed upon contractual terms.

Additionally, please refer to the Terms and Conditions Exceptions form.

Marketing Plan

Internal Awareness

The first step in our awareness plan is to train our salesforce on the new agreement. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables will be implemented within 10 days of contract award date, including a companywide contract announcement email and a sales-specific announcement detailing contract benefits. Sales enablement training will cover contract scope, membership and new contract requirements so that the account managers can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

External Awareness

As a part of this proposal, we will create customer-facing collateral for immediate distribution upon award. Collateral will communicate the benefits of purchasing through the agreement from us as well as showcase products, services, and solutions offered to customers. Our sales force will proactively communicate with customers immediately given their given their considerable familiarity with OMNIA Partners contracts and our robust customer network.

Target Identification

Accurate customer identification is at the core of an effective recruitment campaign. It allows us to align resources and marketing initiatives around those customers whose needs align with the benefits of the of the new agreement. We are consistently lauded for our comprehensive and accurate reporting. We have built specialized software to automate many aspects of the

reporting process so that data informs the way we do business, especially in contract promotion. We will use our reporting capabilities to identify customers who can benefit from the new agreement (e.g., those consistently submitting transactional POs, those managing complex contracts for procurement fulfillment, etc.). Equipped with this information, we can ensure that we optimize our potential to grow the contract.

Expansion among Existing Customers

Strategic Alignment and Targeted Business Planning

We intend to leverage our data analytics and existing customer network to accelerate business through the new agreement. We will strategically align with customers to pinpoint those accounts with potential for growth. Specifically, we will examine accounts where we do not fulfill the majority of the company's IT business. We will also consider customers who have not adopted an online marketplace solution as part of their procurement strategy. Resources will highlight how an online marketplace can promote efficiency and reduce administrative burden. For large target customers, we will develop a business plan that addresses their needs while leveraging the new agreement. Tactical areas of consideration will include eProcurement and web preferences, supplier diversity requirements, current and future IT projects, piggyback agreements with custom terms, co-branded marketing campaigns, and topical webinars.

Recruitment Campaign

Seller Enablement

Not only is our sales force well-versed in growing contracts but they are experienced in accelerating utilization of OMNIA Partners contracts. This also positions our sales force to focus their effort to onboarding new users. Upon contract award notification, we will roll-out a sales-led initiative centered around recruitment, sales-directed strategy sessions, ongoing enablement trainings and customer collateral. Our inside and field sales leadership will look to our reporting to identify customer categories and develop corresponding strategies.

Customer Engagement

This entails a two-pronged approach in which we will launch a communications plan and leverage in-market events to interact with and educate potential customers. In 2020, we are scheduled to attend more than 100 regional and national events where our accounts teams can further propagate the new contract to members. (Some of these may be virtual or rescheduled due to COVID-19.) Content will focus on the administrative and strategic value of utilizing the contract.

Specifically, we will highlight the cost and time savings associated with the new agreement.

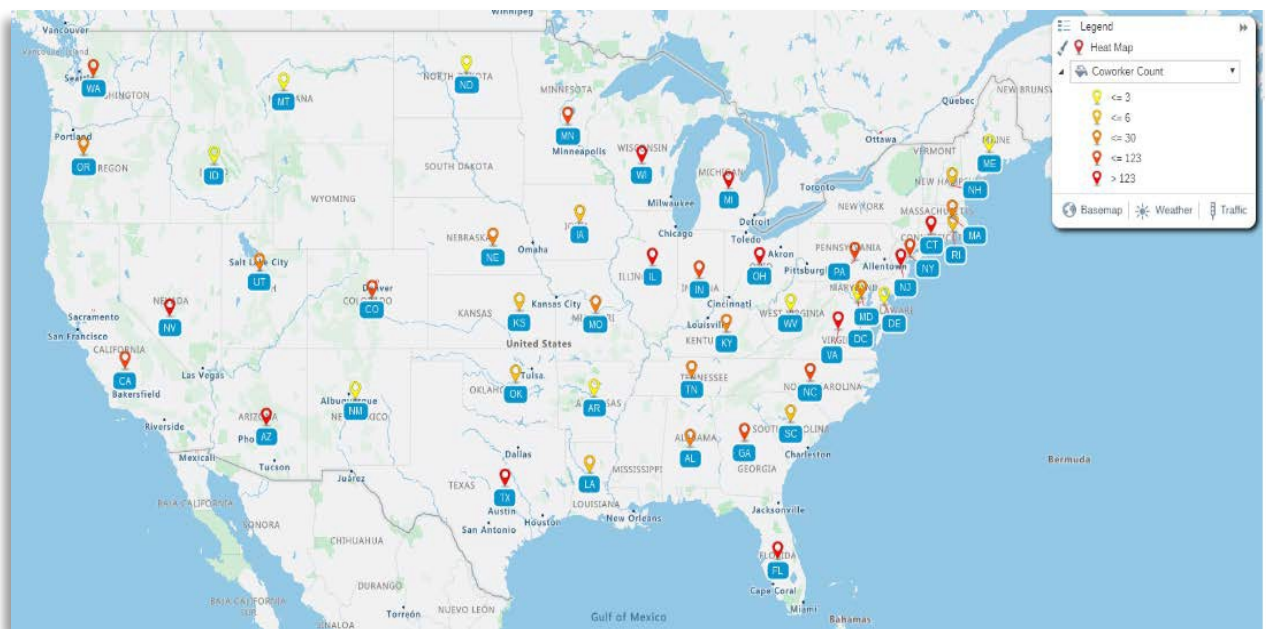
Social Media

Our marketing arm has many advanced tactics to reach OMNIA members. For one, we have a robust social media presence. We have an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including our news, products and deals, emerging technologies, product launches, featured partners, and more. We are able to leverage our top influencers to disseminate information and draw attention to the Online Marketplace contract.

National Presence

As part of the Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our inside account managers and our field sellers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our them to support their customers, we have divided the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies. We also have an extensive coworker presence throughout the United States as demonstrated below.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.



Logistics & Performance Metrics to Support Nationwide Contract

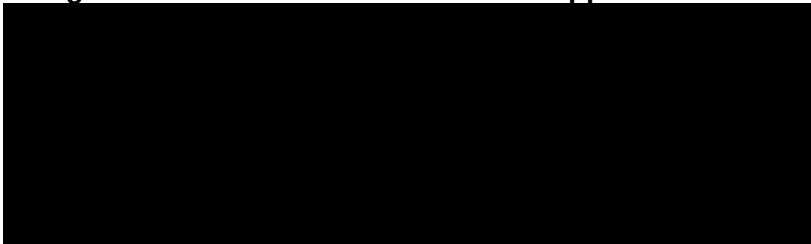


EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DA Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	Vice President, Strategic Programs
Signature:	<i>David C Hutchins</i>	Date:	01/15/2021

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, David Hutchins residing in Libertyville
(name of affiant) (name of municipality)
in the County of Lake and State of Illinois of full
age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Strategic Programs of the firm of CDW Government LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
Technology Solutions, Products
entitled and Services (21-04), and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the Region 4 Education
Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

David C Hutchins
Signature

_____, 2____

David Hutchins
(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: CDW Government LLC
Street: 230 N Milwaukee Ave
City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

01/15/2021

Date

David C. Hutchins
Authorized Signature and Title

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

**CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins
Signature

David Hutchins
Printed Name

Vice President, Strategic Programs
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability ~~Company~~ Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 21-04

Bidder/Offeror: CDW Government LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Hutchins

Signature: David C Hutchins

Title: Vice President, Strategic Programs

Date: 01/14/2021

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC

Trade Name:

Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577

Certificate Number: 1561883

Effective Date: May 10, 2010

Date of Issuance: August 24, 2020

For Office Use Only:
20200824125254927

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- **Certificate of Employee Information Report**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: Vice President, Strategic Programs

Signature: David C Hutchins Date: 01/15/2021

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

**CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

MCBRIDE-PRINCIPLES
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**
MACBRIDE PRINCIPALS FORM**BID SOLICITATION #:** 21-04**VENDOR/BIDDER:** CDW Government LLC
**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins

Signature

01/15/2021

Date

David Hutchins, Vice President, Strategic Programs

Print Name and Title

Attachment A – Our Commitment to the Environment



Our Commitment to the Environment 2020

The History of CDW's beGreen Program



CDW recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen program. The beGreen program provides coworkers with a platform to reduce, reuse and recycle in an effort to make CDW's operations leaner, more efficient and more environmentally responsible. CDW is committed to reducing energy demands, managing energy consumption and reducing environmental impact, while realizing economic growth and opportunities. CDW continually works to develop our efficiencies, waste reduction and comply with ISO 14001 standards. Since the inception of the program, CDW has seen overwhelming coworker participation in beGreen. They have the opportunity to share their green ideas with CDW and organize our sustainability goals. Coworkers have consistently responded to the campaign with suggestions, ideas and questions. The feedback has been positive and the level of participation has surpassed our expectations.

CDW has a cross functional team of coworkers who contribute to the program management, the beGreen Community. The team consists of coworkers in multiple CDW locations nationwide and in the UK collaborating through email and conference calls. The community members, in turn, work to ensure the consistency and integrity of the beGreen program, as well as share feedback on concerns and support with each location's needs. In the eleven years since its inception, beGreen has continued to thrive and grow.

beGreen focuses on several key areas: coworker education, community awareness, recycling, resource conservation and ISO 14001 standard. We aspire to become an industry leader in environmental responsibility, because it's the right thing to do. We're proud of our innovative programs, strong recycling and the energy saving efforts that CDW has implemented and we continually improve upon these efforts.



ISO 14001:2015 Certification



We are proud to report that CDW's distribution centers are ISO 14001 certified – the international standard for environmental management systems. This certification has been awarded to CDW's distribution centers located in Vernon Hills, IL. and North Las Vegas, NV.

"CDW is committed to sustaining a strong environmental policy that helps protect the environment and provides our customers with an efficient and cost-effective way of doing business," said Jon Stevens, Senior Vice President, Operations and Chief Information Officer at CDW. "We are honored to receive this certification as a validation of these ongoing efforts, and we appreciate our coworkers' dedication to serving the needs of our environment and customers."

CDW's Environmental Management System (EMS) establishes a common reference for communicating environmental management issues between CDW and its partners, customers, regulators and other stakeholders. Further, this system provides organizational structure, practices, procedures, training, processes and resources for implementing, reviewing and maintaining CDW's environmental policy.

For more Information about CDW's ISO14001:2015 certification, please contact ISO14001@cdw.com.

Sustainability at CDW

In connection with the beGreen program, CDW continually improves upon our environmental sustainability. Here are some notable highlights regarding the many steps we've taken to make a difference:



Lighting & Energy Management:

- Our offices and Distribution Centers are outfitted with automated climate control systems that only run when the space is occupied to help ensure we don't waste power after hours.
- The Vernon Hills Distribution Center's conveyor system detects when a product has not been carried on the line for longer than 5 minutes and automatically shuts down until a coworker restarts the line.
- The Las Vegas Distribution Center's control system is designed to monitor outside and inside temperatures and throttles the system up and down accordingly. In the spring and fall seasons, the system is able to use outside air for cooling.
- In our Vernon Hills location, we added tank less water heaters to our Daycare/Fitness Center and to our café to reduce energy consumption by only heating water when needed.
- In 2015, the Las Vegas Distribution center has updated all of their 455 watt metal halide high bay light fixtures with 192 watt LED fixtures with motion control sensors built into the fixtures for improved control, to reduce power usage, and to minimize our impact on the environment.
- In 2016, the Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment.
- In 2016, the Vernon Hills Distribution Center put in new air compressors that are more energy efficient to avoid the wasted or high use energy.
- In 2018, the Vernon Hills Distribution Center installed a high efficiency chiller to save energy while creating a comfortable environment for the coworkers.
- In 2019, the Vernon Hills distribution center replaced another compressor with a higher efficiency compressor that uses almost 36k less kilowatts annually.
- In 2019, the Vernon Hills distribution center replaced 356 lamps with motion censored LED lighting saving 17 watts annually per lamp at a total annual savings of 6052 wats.

Waste Management:

- CDW offers coworkers incentives to refill their drinking containers in our cafés to encourage the use of reusable bottles and cups.
- A company-wide, internal toner cartridge recycling program was implemented to ensure proper disposal of cartridges.
- CDW's Vernon Hills location compost all back of the house materials from our cafeteria to gain enriched soil and remove the products from the landfill.

Eco-friendly Alternatives:

- Our maintenance crews replace petroleum-based degreaser products, when possible, with a citrus-based cleaner/degreaser that is made from natural products and is better for the environment.
- Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.

Coworker Engagement:

- Multiple locations participate in our annual Earth Day celebration, intended to educate coworkers on sustainability by providing them with information and products. Additionally, CDW's participation in Earth Hour encourages everyone to adopt energy efficiency measures to consume less energy, water and other natural resources. These events are held to assist our coworkers in considering sustainable opportunities both at work and home.
- In 2016, CDW Illinois locations won the Illinois Governor's Sustainability Award which showcased the hard work put into our sustainability efforts.



Community

Through CDW's Printer Supplies Program advanced membership, the customer will receive complimentary enrollment into the Print Releaf program.

In June of 2018, CDW partnered with Print Releaf to give our customers an option that sustains our forests.

Print releaf is a patented software platform that empowers businesses to sustain and grow our global forestry system.

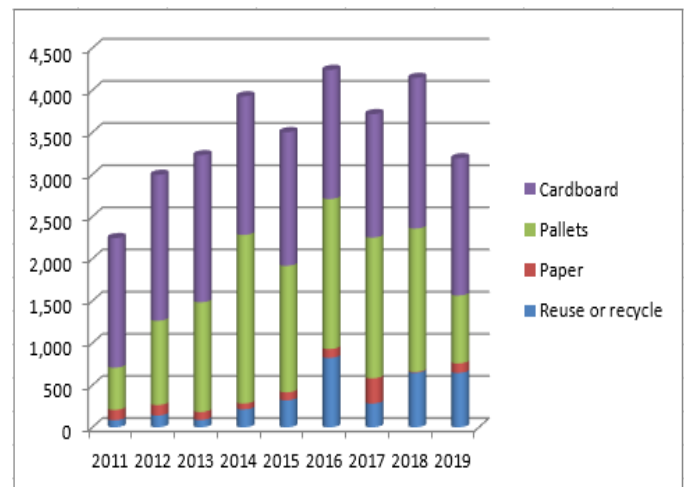
- Print releaf measures your companies paper consumption over time.
- Print releaf calculates the forest impact of your paper consumption.
- Your paper footprint is automatically reforested at planting sites of your choice.

In a lifetime statement dated 12/12/2019, since joining print releaf on 6/18/2018, CDW customers have collectively offset the equivalent of 108,434,177 total standard pages of paper consumption by reforesting 13,013 standard trees.



Recycling at CDW

CDW reduces and eliminates waste, when possible, through recycling. All waste is safely and responsibly handled and disposed. We also reuse when ever possible to avoid the waste stream and recycling efforts. Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, wooden pallets and paper. In 2019, we recycled approximately 1,628 tons of corrugate, 804 tons of wooden and plastic pallets, 645 tons of shrink wrap and other recyclables and 114 tons of paper¹. While fluctuations vary depending on the volume received each year, our recycling efforts have resulted in a consistent reduction in our waste hauls from three times a week to only twice a year. The import/export laws regarding recyclable material have made it challenging but not impossible to recycle. To the right is a graph displaying the total recycling results CDW has achieved at its Distribution Centers.

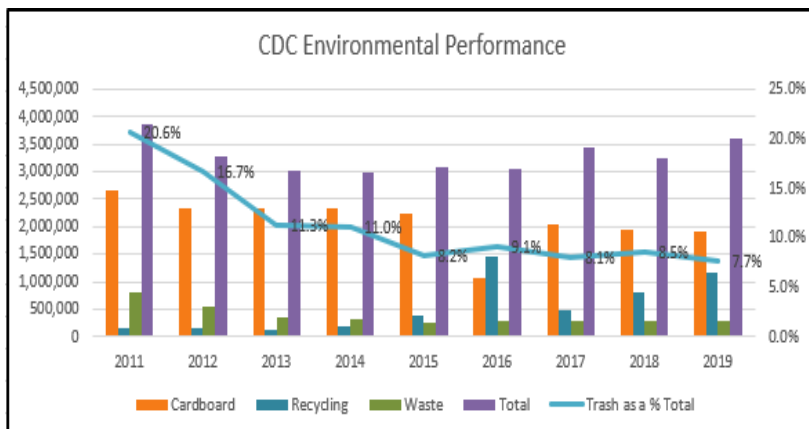


*Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

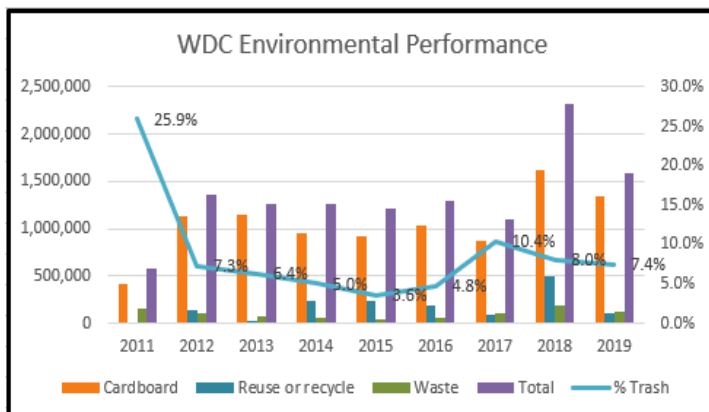
As a part of our ISO 14001 certification, CDW set a goal for 2019 to maintain 90% diversion rate or better of waste sent to landfills by ensuring recyclable items are properly disposed of through our network of recycling bins at our Vernon Hills Distribution Center and our Las Vegas Distribution Center. To the left is a look at our annual tons recycled as compared to our waste tonnage at our Vernon Hills and Las Vegas distribution centers.

Numerous recycling centers have been set up on each floor of our office locations, making it easy and convenient for coworkers to recycle plastic, cardboard, aluminum, glass and other materials. Signs are posted in each recycling area making it easy for coworkers and visitors alike to join CDW in its ongoing commitment to environmental sustainability.

Reducing Waste—Central Distribution center



Reducing Waste—Western Distribution center



¹Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

Packaging & Transportation

CDW supports environmentally friendly shipping methods through efficient use of materials and natural resources. We achieve this through our shipping partners, recyclable packaging and smart packaging systems.

- Over 95% of our shipments use carriers that are enrolled in the EPA Smart Way Transport Partnership².
- In 2019, we implemented direct lanes which creates a more efficient shipment of boxes going to the same area. This ensures less stops for resorting and decreases the carbon footprint.
- Our pick-pack shipping containers are made of the maximum allowable amount of post-consumer recycled material and are 100% recyclable.
- We are also focused on increasing capacity utilization in our supply chain through effective transportation routing and carrier usage. CDW Logistics works to consolidate shipments with suppliers to limit the amount of movement and touches along the supply chain, which enables carrier partners to reduce their CO2 emissions.
- We use manufacturer packaging when possible, with more than 50% of our shipments being sent in the original manufacturer packaging, instead of being repackaged in new boxes.
- We have also redesigned our box estimation program to use the least amount of packaging necessary, while achieving industry best-in-class levels and ensuring customer satisfaction. Today, our systems take into account the dimensions and weight of product to maximize the amount of product put into each box.
- We have implemented envelope shipping for small items that do not have a high risk of damage. This will limit the amount of packaging required for recycling by the customer after receipt. The envelopes are made from 100% recycled material and are 100% recyclable.



²“The Smart Way Transport Partnership helps freight companies improve fuel efficiency, increase environmental performance, and increase supply chain sustainability.” — EPA

CDW's Data Centers



CDW has an ongoing commitment to energy efficiency in our data centers. We test and implement new tools and programs to continuously improve our energy usage and to help control operational costs. Our data centers have performed key upgrades to allow us to enhance and measure these efficiency improvements:

- All light bulbs and ballasts have been replaced with high efficiency equivalents.
- Our Minneapolis office location installed a light timer that saves roughly 8 hours of “lighting time” daily. The estimated savings of having these 668 lights off for 8 hours per day translates to a savings of just under 20kWh of power saved daily.
- The HVAC systems in the Madison & Minneapolis office locations were redesigned to improve efficiency by allowing the air conditioners to consistently operate at their peak efficiency thereby reducing energy usage.
- Power Usage Effectiveness (PUE) monitoring has been deployed in both the Madison and Minneapolis locations. This real time efficiency monitoring meets EPA standards for measuring data center PUE and provides CDW with a view of our energy efficiency so adjustments can be made while also gauging the effectiveness of our efforts. To date these efforts have paid off in our data centers and have resulted in the following savings:
 - Air conditioning set points were increased by an average of 6 degrees, translating to a cooling utility savings of nearly 25%.
 - Annual energy cost avoidance savings to date is over \$300,000 and growing.

For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.



Attachment B – Supplier Diversity Economic Impact 2019



DIVERSITY MATTERS



Supplier Diversity Economic Impact

2019



CDW generates business opportunities that position diverse suppliers for economic sustainability, yield competitive advantages for our company and deliver exceptional technology experiences for our customers.





WE GET DIVERSITY

Contents



3

Our
Business



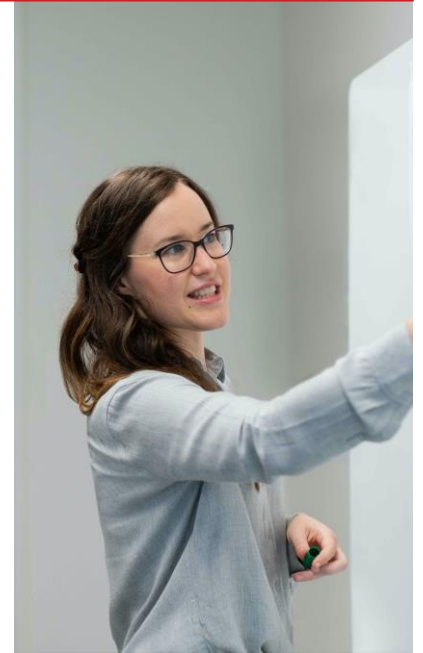
9

Our Supplier
Diversity Program



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Our
Diverse Suppliers



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Accomplishments
and the Future



Our Business

2019 SUPPLIER DIVERSITY ECONOMIC IMPACT





Investing in supplier diversity is about building a resilient supply chain with award-winning customer experience.

At CDW, we believe that Supplier Diversity is about providing a deep pool of suppliers who are creative, innovative, and competitive. It is not about hitting spending goals and it isn't a handout.

Supplier Diversity enables us to provide our customers the best products on the market for the highest value.

We invest more than dollars in our suppliers. We invest our time customized training, and networking opportunities. And commit to a long-term vision of supply chain diversity so that you are always at the bleeding edge of exceptional technology.



Our Business

CDW is the leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, the United Kingdom, and Canada.

Founded in 1984, we offer our customers a broad array of offerings ranging from hardware and software to integrated IT solutions such as security, cloud, data center, and networking.



\$18 Billion
Annual Sales
(2019)



250,000
Customers



191
Fortune 500
Rank (IT)



\$2.1 Billion
Purchases from Small &
Diverse Business



1,100+
Certified Small,
Diverse Partners





The CDW Way

The shared values that guide our behavior.

We run our business with passion and integrity.

We empower others to do their jobs.

We keep our commitments.

We treat others with respect.

We resolve conflict directly.

We listen.

We include stakeholders in the decision process.

We live our “philosophies of success” every day.

We make things happen.



The CDW Business Model

Everything we do revolves around our customers.

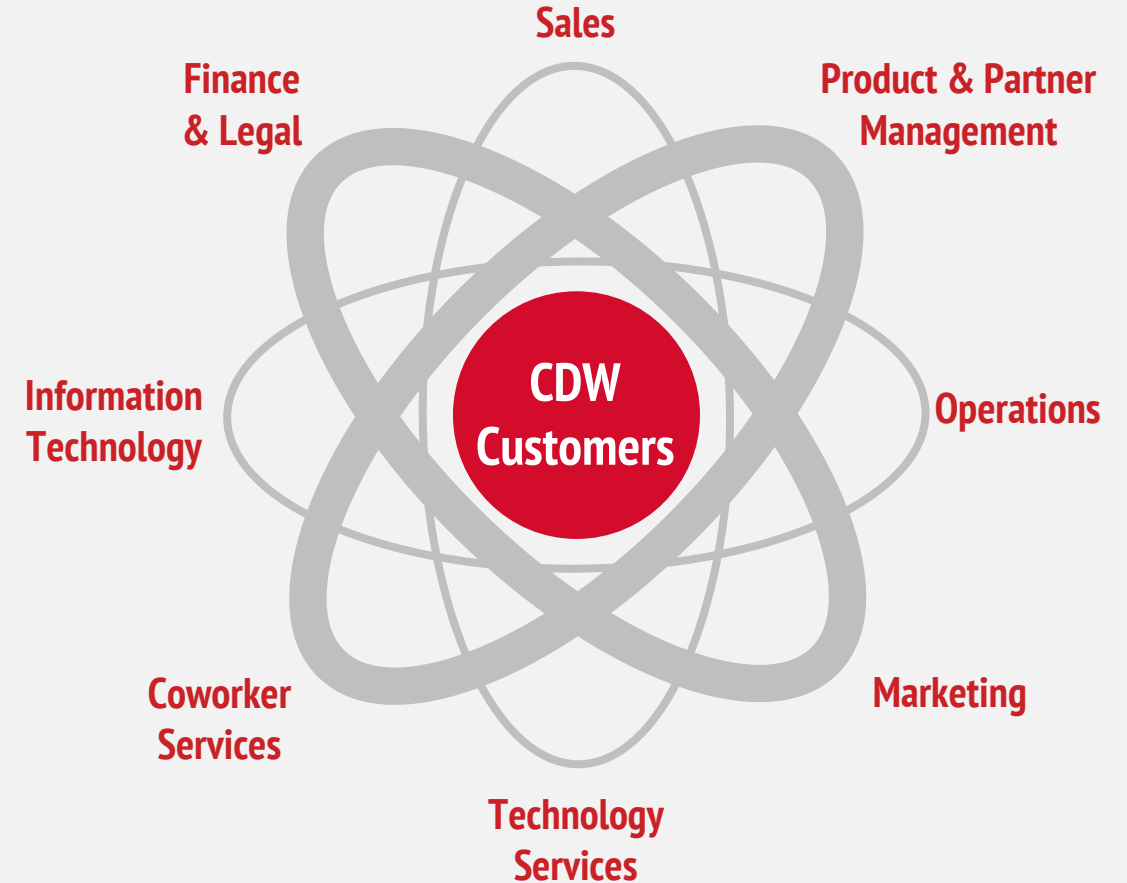
CDW sits between customers and supplier partners, creating unique value for both.

Our Customers receive access to:

- More than 100,000 products and services from more than 1,000 leading and emerging supplier partners
- CDW's deep technical resources, including sellers, highly-skilled technology specialists and advanced service delivery engineers.
- Value-added services to help customers with their IT lifecycle management.

And, our Supplier partners:

- Receive access to CDW's 250,000+ customers
- The ability to augment their product offerings with a wide range of value-added IT and distribution services.
- CDW serves as an extension of its supplier partners' sales and marketing resources.



Our Supplier Diversity Program



Our Supplier Diversity Program

CDW started its Supplier Diversity program in 2007 to help its customer meet their small and diverse business goals. Since then, CDW has continued to grow its program, and our purchases from diverse suppliers has grown from \$359M in 2007 to over \$2.1 billion – a 472% increase in just twelve years ago.

Since 2007, we have spent more than \$14 billion with small and diverse businesses.

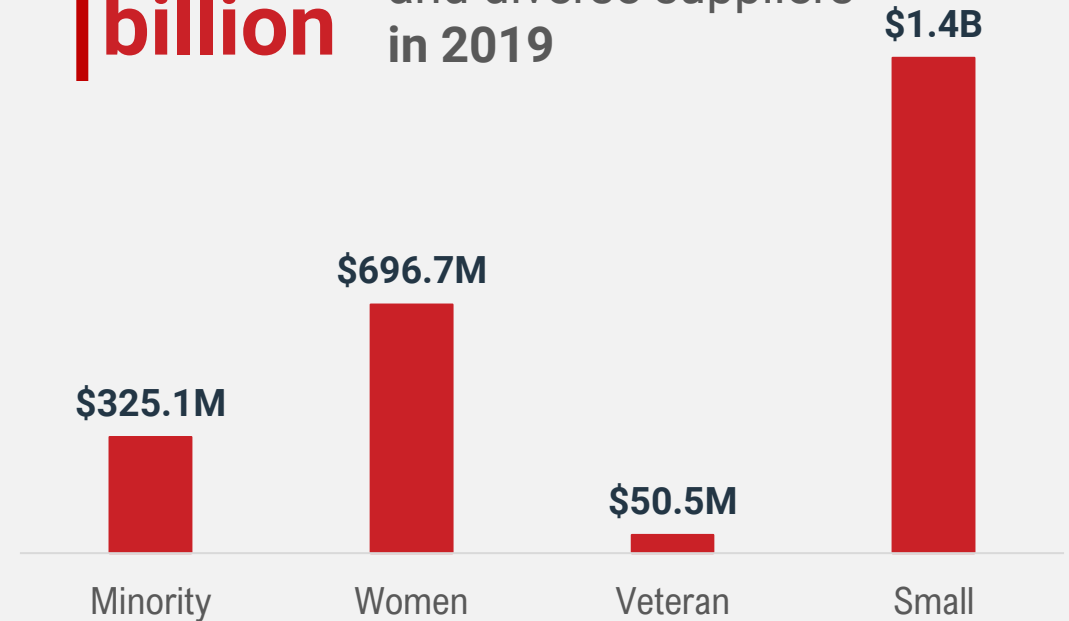


Our Purchases From Small And Diverse Suppliers

In 2019, CDW continued to proactively seek opportunities to engage and purchase from small and diverse businesses. We see the unwavering commitment to supplier diversity as a means of strengthening our procurement process. Equality is an important aspect of our procurement vision and is the most immediate way to make an economic difference by putting resources back into the community.

**\$2.1
billion**

Our spend with small and diverse suppliers in 2019



Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

Measuring Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Economic Impact

The impact of spending with a supplier is greater than direct purchases CDW makes from the company. This is because money spent with the supplier is spent again on payroll, goods and services, and other suppliers in its supply chain. The company's employees use their salaries to purchase goods and services from other businesses. Downstream suppliers similarly use the proceeds from their sales on their employees and other businesses. A chain reaction of indirect and induced spending continues. This economic ripple effect is analyzed in an economic impact assessment.

Economic Impact Metrics

Economic impact is measured through three metrics:

Production: Purchases from diverse businesses support economic activity at these suppliers and creates a ripple effect of purchases through the supply chain.

Jobs: Suppliers ramp up staff to support additional sales. This supports jobs at the diverse suppliers, within their supply chain and in their communities.

Wages: Employees that hold these jobs earn incomes that help support their families and create additional spending.



How Supplier Diversity Drives Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Supplier Diversity Purchases

CDW's purchases through its suppliers triggers a ripple effect through its supply chain.



Direct Impact

This is impact at CDW's immediate suppliers who employ people and other suppliers to support their sales to CDW.



Induced Impact

Employees at these jobs support additional jobs in their communities through purchases of goods and services.



Indirect Impact

CDW's suppliers purchase goods and services from other suppliers which creates jobs in their supply chains.



The Economic Impact of CDW's Supplier Diversity Program

CDW's supplier diversity program spreads economic development to communities through engagement of small diverse suppliers. The impact of this program expands beyond the immediate suppliers. CDW's diverse suppliers and the employees they hire engage other suppliers in their supply chain and in their communities. This engagement creates a multiplier effect that ripple through the economy.

**\$2.1
billion**

Purchases from small and diverse businesses

\$3.6 billion

Total economic production generated through CDW's Supplier Diversity program.

22,058

Total jobs supported

\$1.3 billion

Total wages by workers earned from the resulting economic activity

Our Impacts On Our Diverse Suppliers

Our diverse suppliers hire employees and purchase additional materials in order to produce the products and services they sell to us. The \$2.05 billion in purchases from these suppliers supported 11,076 jobs at these companies.

	CDW PURCHASES	JOBS SUPPORTED	WAGES EARNED
MINORITY OWNED BUSINESSES	\$325M	1,427	\$106M
WOMEN OWNED BUSINESSES	\$697M	3,257	\$249M
VETERAN OWNED BUSINESSES	\$51M	243	\$17M
SMALL BUSINESSES	\$1.4B	8,104	\$457M
TOTAL	\$2.1B	11,076	\$684M

Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

The Multiplier Effect Of Our Spending

Our purchases from diverse businesses set off a series of additional business-to-business activity as our suppliers must in turn purchase from other businesses to provide their products and services. This ripple effect of purchases in the supply chain is called the **indirect effect**.

The jobs supported in the supply chain through the direct and indirect effects creates household wages. These wages are spent in the local communities, and this spending supports additional jobs. This is called the **induced effect**.

	ECONOMIC PRODUCTION	JOBS SUPPORTED	WAGES EARNED
INDIRECT IMPACT	\$746M	4,463	\$330M
INDUCED IMPACT	\$810M	6,339	\$288M
TOTAL	\$1.6B	10,802	\$618M

Top 10 Categories by Jobs at Diverse Suppliers

JOBS AT DIVERSE SUPPLIERS



Our Diverse Suppliers



Developing Supplier Integrity and Resilience

CDW's Supplier Diversity initiative supports the business activities and growth of our small and diverse businesses through scholarships, mentorships, and training. When small and diverse business owners work with CDW, they become stronger, more effective businesses.

Our program:

- Supports and empowers minority entrepreneurs and business leaders.
- Provides leadership and job funnels for minority groups.
- Creates an economic ripple effect in families and communities.
- Provides opportunities to diverse businesses that provide greater representation, employment, and economic advancement for minority, women, veteran, and LGBTQ communities.



A Stronger Supply Chain

Investing in MANY diverse suppliers.

For CDW, it's not only the size of our diverse purchasing that counts, it is also our footprint. We aim to expand the number of suppliers we do business with. In 2019, we had over 400 diverse partner relationships. We prioritize discovering and training more suppliers every year - creating a healthy environment of competition and business growth.

This breadth of our diverse partners allows us to provide our customers with a deep pool of suppliers and exceptional solutions and customer service.

Helping strengthen our small and diverse suppliers.

We offer training, mentorship and scholarship programs so that our suppliers are stronger businesses - an investment that benefits them, us, and, our customers.

Building long term capacity in suppliers.

CDW•G's Small Business Partner Consortium (SBC) was created in 2003 to help small and disadvantaged businesses more effectively compete for federal and state information technology (IT) contracts. Partnering companies leverage CDW•G's operational efficiency, marketing reach, e-commerce and

service capabilities. The program enables government agencies to utilize minority, veteran, HUBZone, and women-owned businesses. As an added benefit, government agencies that hire SBC participants receive specialized IT services through CDW•G.

"World class supplier diversity programs are led by world class supplier leaders. CDW is the example of supplier diversity and what can happen when you go above and beyond checking a box. CDW helps entrepreneurs expand into different sectors and helps their customers by bringing these suppliers to share their skills."

Ralph Moore
RGMA Founder and President
Supplier Diversity Innovator





**Service-Disabled Veteran
Business Enterprise**

CDW Supplier Since: 2009

**V3Gate was named to the 2019
Inc. 5000 list of Fastest-
Growing Private Companies**

Long Term, Dependable Relationships

When CDW finds promising suppliers, we invite them to participate in trainings, mentorships, and the small business consortium. We also introduce them to suppliers and partners. This is how we build long term relationships that our customers and suppliers can rely on.

Synergistic Partnerships

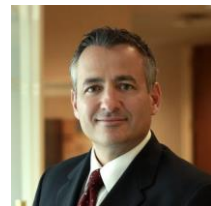
Oscar Valdez, Jr., a combat veteran, co-founded V3Gate with his partner Tad Rzonca. V3Gate's relationship with CDW began not as a supplier, but as a customer when V3Gate began sourcing from CDW for its contracts.

In 2008, CDW encouraged V3Gate to participate in CDW-G's Small Business Partner Consortium.

A year into the program, CDW asked V3Gate to be one of their suppliers. CDW invited Tad to multiple lunch-and-learn events to present to CDW representatives. CDW's Supplier Diversity team mentored him for these sessions and coached him to demonstrate how V3Gate

added value to CDW and its customers. These engagements propelled new business between CDW and V3Gate. V3Gate has grown 581% in three years. They engage with CDW both as a supplier and as a customer. In 2019, V3Gate business with CDW grew to over \$100 million.

In an example of the multiplier effect of supplier diversity spending, V3Gate is passing it forward. In addition to building a diverse workplace and contributing to charities, V3Gate signed a mentor-protégé program to help a small business develop its capacity.



"If you want to work with CDW, they'll give you every opportunity to succeed, but you have to bring real value to them and to their customers. They are as competitive as they come."

- Tad Rzonca, President, V3Gate





**Minority Business
Enterprise**

CDW Supplier Since: 2007

Top Tier Customer Experience

CDW values our suppliers as equal partners. We rely on them to bring a superior level of expertise, knowledge, and skillsets to the table for our customers - every time. Together, we offer a rich and collaborative customer experience from the inception of a solution, and all through the presentation, delivery, and implementation.

Aligned Vision

Betis Group is a systems integrator with 25 years of experience serving government and commercial clients through global IT solutions.

Betis Group and CDW began working together on Supplier Diversity Initiatives in mid-2004. Over the years, the two companies have worked side-by-side to develop Tier 1 and Tier 2 offerings for their customers and create a highly profitable and successful working partnership.

Betis Group and CDW often jointly present to customers across the US and demonstrate the value they deliver through their collaboration.

"As an MBE, CDW's Supplier Diversity Program allows Betis Group to leverage their experienced sales force and past performance, in addition to its enterprise-level configuration and staged shipment capacity," said Hernan Cortes, Betis Group President, and CEO.

Working with CDW, Betis Group has been able to leverage CDW's solutions breadth and operational capacity to increase Betis's sales and exposure to market opportunities. This partnership enables Betis to develop strategic relationships with suppliers and OEMs.



"CDW gives us the opportunity to amplify our expertise and strong customer focus with best-in-class technology, as well as the best e-commerce and operational infrastructure in the market."

- Hernan Cortes, President and CEO, Betis Group





Minority Business Enterprise

CDW Supplier Since: 2007

The CRS Group won the ClearlyRated Best in Staffing Award four times for Service Excellence.

Creative Solutions for your Needs

CDW works with award-winning companies at the top of their fields. Our suppliers are innovators and adaptors. When our customers come to us with a problem, we can rely on our suppliers to partner with us to find a solution. **And if a solution doesn't exist, we create one together.**

Best in Class

The CRS Group has worked with CDW for over thirteen years to help customers source the right people with the right jobs. The relationship started at the Chicago Business Opportunity Fair. CDW needed support filling new internal staff projects. Over time, CDW expanded The CRS Group's footprint. CDW invited CRS Group representatives to invite-only events and introduced them to other suppliers and corporations.

CRS Group's Michael Gaines is deeply involved in the small and diverse business community and has lent his knowledge and expertise to introduce other suppliers to CDW and create a more effective Small Diverse Business program. In turn, CDW has turned to CRS Group to offer solutions CRS otherwise didn't service. Through building trust and innovating on solutions, CDW has collaborated with CRS Group to expand its services.



"CDW has helped us expand in several areas of contingent labor needs thereby allowing us to grow our business. We're partners who create win-win solutions to the challenges that we all face. Each company supports the other's initiatives, needs, and information and that enables us to support the goals of our respective companies and our customers."

- Michael Gaines, President, The CRS Group



Stronger Business Leaders



A business is only as strong as it's leadership. We help grow leaders at diverse businesses to even the playing field so that our suppliers are more competitive on their own, and more successful as our partners.

CEO Success Community, a division of VEO Group has coached over 500 women and diversity business owners on how to position their company, fast-track revenues, build corporate relationships, and win clients.

Women Business Enterprise

CDW Supplier Since: 2019



"It only takes a second to see how deeply committed CDW is to supplier diversity and finding opportunities for Diversity CEOs. Bottomline, it is not what you say that people remember but what you do." - Marianne Ellis, Co-Founder/CEO, CEO Success Community

CDW sponsored two CEOs of women-owned businesses to participate in CEO Success Community's Conference Maximizer leadership program. The program teaches CEOs to maximize their opportunities at trade events, win contracts and increase revenue. After COVID-19, the program pivoted to Virtual Conference Training.

"I learned how to systemize my approach which has been a weak spot of mine. I was ready to walk into the WBENC Summit & Salute conference not just as ONE company, but with a team of WBE CEOs who could share opportunities and connections."

**Melanie Rae, Founder + Author
Guided Business Plan**



"This program opened doors with corporations and fellow WBEs. Marianne's guidance with strategy has elevated our cohort's conversations in identifying plans to achieve our goals of increasing revenues and forming relationships."

**Subha Rajana, CEO
Biarca**



**Minority and Women
Business Enterprise**

CDW Supplier Since: 2019

Protecting Your Investments

To ensure our customers always achieve their goals for supporting small, diverse businesses, we work closely with our suppliers. Becoming certified can be a long and arduous process. When we noticed that maintaining certification was an obstacle for some of our suppliers and threatened the resiliency of our supply chain, we looked for solutions

R Mo Diversity Solutions helps CDW suppliers secure certification and recertification to protect the integrity of our supply chain.

CDW initially engaged R Mo Diversity Solutions, a Minority, Women-Owned, Disadvantaged and SBA 8(a) certified business, to help re-certify one of CDW's largest suppliers, whose business was integral to CDW's customer goals. CDW is now working with R Mo Diversity Solutions to develop a digital library of over 1,000 diverse suppliers. Through it's relationship with CDW, R Mo Diversity Solutions is seeing their business model expand.



"Kristin Malek treats small businesses with respect, gives them value, and helps them to grow. She is very encouraging and responsive. Since starting my relationship with CDW and Kristin Malek, I have begun developing a new product for my corporate partners that ensures more suppliers are certified and geared for their business growth."

- Ranjani Mohana, Founder, R Mo Diversity Solutions

Creating Opportunities for Suppliers

CDW takes every opportunity to create openings for our suppliers to grow their businesses. We challenge our suppliers to think outside the box and beyond the sector that they initially targeted. This provides new avenues for growth, creates jobs, and increases profits. It also helps CDW build a more resilient supply chain.

Empowering Diverse Suppliers to Serve All CDW Clients

Many CDW suppliers often target only specific sectors. This narrow focus limits their potential to the customers who can benefit from their solution.

CDW works in the public, private, nonprofit, education, and healthcare sectors. To secure the best solutions for all our customers, we empower our Tier 1 diverse suppliers to make cross-

sector transitions. We have helped suppliers transition from servicing only the government sector to also selling to the private sector. CDW opens doors for these businesses by providing education, training, and introductions to expand their customer base.

Our customers benefit immediately from these improved procurement options.



Accomplishments and the Future



Supplier Diversity Team Awards and Recognition



US Veterans Magazine Best of the Best Supplier Diversity Program

CDW as a 2019 Best of the Best in Supplier Diversity out of over 350 organization. The goal of the U.S. Veterans Magazine annual evaluation is to encourage active outreach and diversity policies among corporations and government agencies. The lists were compiled from market research, independent research, diversity conference participation and survey responses.



Billion Dollar Roundtable Excellence in Supplier Diversity

CDW achieved membership in the Billion Dollar Roundtable for procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis. This reflects CDW's strong commitment to ensure a diverse and inclusive supply chain.

Celebrating Membership in The Billion Dollar Roundtable

CDW celebrated the procurement of more than \$1 billion in 2019 from minority- and women-owned businesses on a first-tier basis. This milestone unlocked our membership in the Billion Dollar Roundtable. CDW joined an exclusive group of only 28 other companies such as Walmart, CVS Health, Apple, Dell, IBM, and Microsoft.

An Annual \$1 Billion Commitment

The Billion Dollar Roundtable was created in 2001 to drive supplier diversity excellence through best practice sharing and thought leadership. The BDR recognizes and celebrates corporations that achieved spending of at least \$1 billion with minority and woman-owned suppliers.

Thought Leadership

The BDR promotes and shares best practices in supply chain diversity excellence through the production of white papers. In discussions, the members review common issues, opportunities and strategies.

The BDR encourages corporate entities to continue growing their supplier diversity programs by increasing commitment spending levels each year.



"A diverse supplier base enables CDW to contribute to the economic well-being of all segments of the U.S. population. We recognize that partnering with suppliers who provide a diverse set of ideas – in addition to delivering support, goods and services – creates a significant competitive advantage for CDW and our customers. We are honored to have reached this important milestone and look forward to continuing our work leading, influencing and shaping supplier diversity excellence."

Dave Hutchins
Vice President, Strategic Programs, CDW



The Future Is Even Brighter



Sourcing More Suppliers, Investing More Resources, Creating More Jobs

Although CDW has been spending over \$1 billion with small and diverse businesses since 2014, we continue to add new small and diverse partners. The biggest benefit of the strength of our program has been the opportunity to share our growth with diverse businesses. It creates a win-win-win situation for our customers, our diverse partners, and for us. Our customers win because we're able to deliver diverse solutions, diverse suppliers win when they secure opportunities to grow, and we win because we are playing a role facilitating this interaction.

Streamlining Business

Business runs smoother when processes are streamlined. That's why CDW is working to make finding solutions and choosing suppliers as easy as possible.

CDW is building a digital library of over 1,000 CDW diverse suppliers.

Through our supplier diversity program, we envision a future that provides economic empowerment and where CDW has a better a powerful impact in the communities we serve.

"I look for ways throughout the organization to create awareness and include diverse suppliers. My vision is for supplier diversity not to have to be a thing— just the way we do business. While we have more work to do, I'm incredibly proud of the \$2-plus billion we spend with diverse suppliers every year." Stephanie Santander, Director, Program and Contracts, CDW

Partner with CDW, Meet Your Goals, Make a Difference

Partnering with us means achieving your company goals and increasing your access to more diverse and innovative suppliers. It means genuinely changing the lives of the people in your community and the communities you do business.

It is more than reports and data, its people and their kids, education and local investment, a higher quality of life for the people you work with and their paying it forward. It's the ability to invest in a brighter future for everyone.

"We are creating solutions that foster more equality in the supply chain. For CDW, it is about having a meaningful impact. We know when we invest in small and diverse businesses, we have the opportunity to drive job creation and to create a lasting economic empowerment in the community."

Kristin Malek
Senior Manager Supplier Diversity, CDW



Appendix: Economic Impact Modeling

Economic impact modeling is a standard tool used to quantify the economic contribution of an investment or company. This modeling uses an “Input-Output” economic model to estimate the number of times each dollar of “input,” or direct spending, cycles through the economy in terms of “indirect and induced output,” or additional spending, personal income, and employment.¹

There are several Input-Output models used by economists to estimate multiplier effects. supplier.io employed the IMPLAN input-output model in developing estimates of spending, income and employment impacts. This model, initially developed by the U.S. Department of Agriculture, examines inter-industry relationships in local, regional, and national economies.

An Input-Output model uses a matrix representation of a nation’s interconnected economy to calculate the effect of changes in spending by consumers, by an industry, or by others, on other industries and the entire economy. This matrix representation and the related Input-Output tables ultimately measure “multiplier effects” of an industry by tracing the effects of its inter-industry transactions – that is the number value of goods and services that are needed (inputs) to produce each dollar of output for the individual sector being studied. In essence, an Input-Output model is a table which shows who buys what from whom in the economy.²

This report is based on an analysis of data provided by CDW using IMPLAN’s Input-output multipliers, and the supplier diversity information in supplier.io’s database of nearly 1.6 million active certifications.

supplier.io ABOUT SUPPLIER.IO

SUPPLIER.IO is redefining supplier diversity solutions. By providing comprehensive, accurate data in near real time, we help our customers get information they need to grow their supplier diversity program. To learn more, visit <https://supplier.io>.

References:

1. US Government Revenues:
http://www.usgovernmentrevenue.com/total_2014USr_t_17rs1n
2. United States GDP:
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Attachment C – Manufacturer Line Card

WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media
Services
AeroScout
Airtame
Alcatel
Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American
Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM
Solutions, Inc.

AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging
Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System
Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual
Innovations
Aurora Systems
Consulting
Autodesk
Automated Systems
Consulting

Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global
Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can

Binary Tree
Bitdefender
Bitglass
BitTitan
Bixelon
Biz Technology
Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power
Systems
Brooktrout
Brother

Brothers Integrated
Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer
Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline
Communications
CentraComm
Communications

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point
Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube
Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning
Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook
Cases

Cofense
Cognitive Receipt
Printes
Cohesity
Columbitech
Column Technologies
Commercial Tele-
communications
Comm-Link DHP
Commvault
Communication
Consulting
Communications
Installation
Comnet
Communications
ComStar
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Conduvis
Technologies
Conen
ConnectPro
ConsultX
Contemporary
Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning

Corporate IT
Solutions
Corsair
Cortelco
Cost Management
Group
CPI
CP Technologies
Cradlepoint
Crane Payment
Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer
Specialists
Customer Owned
Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense
Technologies
Cybernetics
Cybernet
Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added
Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage
Works
Digium

Directions Training
Distribution
Management, Inc.
Diviad Network
Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision
Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer
Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational
Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero
Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide
Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek

Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Technologies

FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting
Solutions
Gefen
Gemalto
General Dynamics
Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting
Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyration

H

H&L Electric
Halvision
Halo
Hamilton-Buhl
Hammermill
Handeholder
Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes
Microcomputer
Products
Hayes Software
Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard
Enterprise
HGST
HID Global
Corporation
Higher Ground
HighFive
Technologies, Inc.
HighPoint
Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON

Honeywell Scanning
& Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer
Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional
Services
Impact Business
Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

Industry Weapon	ipConfigure	Keste	LG Electronics	Master Manufacturing
Infinite Peripherals	Ipswitch	Key Ovation	LG Ericsson	Matrox Video
Infoblox	IP Vision	Keyscan	Lifeboat Distribution	MatterHackers
InfoCase Notebook Cases	iQ Netsolutions	Key Tronic	Lifesize	Maureen Data Systems
InFocus	IRIS Software	Kidasa Software	Lightspeed Systems	Maxell
InfoLock Technologies	ISICAD	Kidzgear	Lind Electronics	Max Interactive
Informa Software	ISI ResearchSoft	Kinesis	Linked Senior	Mayline Group
Informatica	ISI Telemanagement	Kingston Technology	Linksys	McAfee
Infortrend	IT Missions	Kinney Group	Liquid PC Services	MEAD
Infotel	ITS Partners	KnowBe4	LiquidWare Labs	Media Four
Infragistics	Ivanti	Kodak	Lite-On	Meet Me in the Cloud
Ingenico Group	IVCI, LLC	Kofax	Little Bits	Mellanox
Ingram Micro Services	Ixia	Konexx	LiveAction	Memorex
InMotion	J	Konica Minolta	LiveScribe	Meridian
Innovation First	Jabra	Kony	LivWell	Metalogix
Innovative Office	JACO	Kore Technologies	LocknCharge	Metro Datavac
Innovera	JAMF Software	Koss Corporation	LoftWare	Metrowerks Software
Inova	Jar Systems	Kramer Electronics	Logical Maintenance Solutions	Microboards
Inseego	Jaton	Krone	Logic Controls	MicroEdge
Inserv360	JBL	Kroy	Logicube	Micro Focus
Insight Global	JELCO	KSI	LogicMonitor	Micro Innovations
Insperty	JELCO	Kyocera	Logitech	MicroMat
Inspiration Software	Jensen Tool	L	LogicWing	MicroNet Associates
Inspur	JetBrains	L.I. Computer Networks	Lookout	Micron
Installs	Joan	LaCie	LSI Logic	Microsoft
In Process Consulting	Johnson Controls, Inc.	Lakeside Software	Lucid Software	Middle Atlantic
Intechra	Jolly Green Giant	Lakeside Software	Lumension	Milestone
Intego	Jo-Ro Manufacturing Company	Lanier Electronics Group	Lumins Integration	Miltope
Integration Technologies Group	Juniper Networks	Lantronix	M	Mimecast
Integrity Networks	Just Communications	Laplank	M&B Machine	Mimo
Intel	Just Lamps	Lava Computers Manufacturing	M3T Network	Mindjet
Intelligent Computer Solutions	JVC	Layer27	MacProfessionals	Minitab Software
Interactive Solutions	K	LEAD Technologies	Macally	Minuteman Power Technologies
Interstate Technology Systems	Kajeet, Inc.	LeapFrog	Makerbot	Mission Critical Wireless
Intuit	Kanguru Solutions	Learning Consultants	Maclocks	Mitel
Intuitive Technology Partners	Kano PC	Ledgeview Partners	MagTek	MJP Technologies
Inviso Corporation	Kantek, Inc.	Lee Products	MakerBot	MMF IndustriesMobile Edge
I-O Corporation	Kaspersky Lab	LeGrand	Malwarebytes	Mobi
I/OMagic	KBS Computer Services	Lenovo	Man & Machine	Mobi Wireless Services
IOGEAR	Keeper Security	Let's Think Wireless	Managed Networks	Mobile Heartbeat
ioSafe	Kemp Technologies	Leviton	Markzware	Mobile Installation Technology
	Kendall Howard	LexiCon	Marshall Electronics	MobileIron
	Kenneth Cole	LexisNexis	Martin Yale	Mobotix
	Kensington	Lexmark	Marvel File Cabinets	
			Mason Technologies	

Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health
Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service
Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia
Company
NetScout
NetSkope
NetSupport

Netsurion
Network Automation
Network Consulting
Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception
Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand

Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead
Computing
NovaStor
Novell
NTP Software
Nuance
Numonics
Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface
Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Identity
OneLogin

On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems
Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing
Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place
Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek

Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media
Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage
Technologies
Plenom
Plug-In Storage
Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works
Consulting
Precise Biometrics
Premier Mounts
Presidio Networked
Solutions
Primera
Printek

PrinterLogic
Printronix
PrismPointe
Technologies
ProClip
Pro Computing
Services
ProCurri
Productive AV
Progressive
Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center
Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance
Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

R

Rad Direct	Sagem-Interstar	SKB Industrial	Stage Front Lighting &	TechSmith
Radiant Network	SailPoint	Skykit	Theatrics	Technology Integration
Radware	Salamander Designs	Skyline Advanced	Star Micronics	Group
Rain Design	Salesforce.com	Tech Services	StarTech.com	Technology Services
Ram Mounts	Samsara	Sling Media	StarWind	Corp
Raritan	Samsonite	Sliver Peak Cloud	Steel Cloud	Technology Solutions
Raxco Software	Samsung	Services	SteelEye Technology	Group
RazBeri	Sancastle	SmartDraw	SteelRay Software	TEC Printers
Razer	Technologies	SmartSource	Stefanini	TEK Systems
RCA	Sanyo	SMART Technologies	StorageCraft	Teklynx
Read Right	SAP America	SMK-Link Electronics	Storix	Tektivity
Readydock	Sapphire Technology	SMS Systems	Strategic SAAS	Telestream
Real VNC	SAS Software	Maintenance SVCS	StratoDesk	Telex
Recertified by Planitroi	SATO	Snow Software	Studio Network	Tempus Nova
RedBeam	Savin	Socket Mobile	Solutions	Tenable
Red Gate	Scala	Sofbang	Sunbelt Software	Tequipment
Red Hat	Scale Computing	SoftDesk	Sunbrite	Terrawave
RedSky	ScienceLogic	Software Shelf	Supermicro	TESSCO
Reliable-IT	SCM Microsystem	SolarFlare	SUSE	Texas Instruments
Rennerbrown Staffing	Scooter Software	Solar Winds	Swivl	TextHelp
RES Software	SDI Technologies	SonicWALL	Symantec	TG3 Electronics
Respawn	Security Scorecard	Sonnet Technologies	Synchrotech	Thales
Retail Service Parts	Securly	Sony	Syncplicity	The Joy Factory
Retrak	Segovia	Sophisticated Systems	Syncsort	Thermaltake
Retrospect	Seiko Instruments	Sophos	Synergy Software	Technology
RF Ideas	Seneca Data	Sorna	Synnefo Technology	Thermamark
Ricoh Corporation	Sennheiser	Soter Technologies	Solutions	ThinkWrite
RIM	Sensaphone	SOTI	Synnex Services	ThinPrint
Rimage	Sentinel Technologies	SoundTrap	Synology	Threat Track
RingCentral	SentrySafe	SourceCode-K2	SysDig	Thycotic Software
Rittal	ServerLift	Source Imaging	Systat Software	TIBCO Software
Riverbed	Service Express	Products	System76	Tiffany Industries
Robert Bosch Tools	SGI	Source Technologies	Systemax	Tiffen
Robert Half	Sharp	Southwest Networks	Systran	TigerText
International	Shavlik	Spanning Cloud	T	Tightrope
Rockey and Associates	ShoreTel	Specialty Products	Tableau	Tintri
Rose Electronics	Shure	of Virginia	Tagit	T-Mobile
RSA Security	Shuttle Computers	Speck Products	TAIYO YUDEN	TomTom
Rubrik	Siecor	Spectra Logic	Tally Printers	ToolFarm
Ruckus Wireless	Siemon	Spectralink	Tangent Computer	Topaz Systems
S	Sierra Wireless	Spectrum Industries	Target Network	Toshiba
Safari Montage	Signagelive	Splunk	Integration	Total Micro
Safco	SIIG	Sport View	Targus	Technologies
SafeWare	Silex Technology	Televisionorate	Taurus Technologies	TouchSystems
Sage Software	Silver Peak	Sprint	TEAC	TP-Link
	SimpleTech	SPSS Software	TechData	Transcend
	Simply NUC	Spyrus		Transition Networks
	Singlewire	SSH		

Traversa Solutions
Trekstor

Trellix
Trend Micro
TrendWare
International

Trestel
Trident
Tripp Lite
Tripwire
Triumph Board
Troy Systems

Trust
Trustwave
TSC Taiwan
Semiconductor Co.
Tumbleweed

Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco
Computers
Unitech
United Radio DBA
Bluestar
Unitrends
Universal
Universal Management
Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems
Solutions
Virtual Tech Gurus
Vioneer
Vision Solutions
(Syncsort)
VisionTek
Vitel Solutions
Vivitek

Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech
Communications
Vuzix Corporation
VXL Instruments
Vytopia

W

Wachter Network
Services
Wacom
Walt Disney Computer
Software
Wasp Barcode
WatchGuard
Waterfield
Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM International
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom
Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

Tab 4 – Qualification and Experience

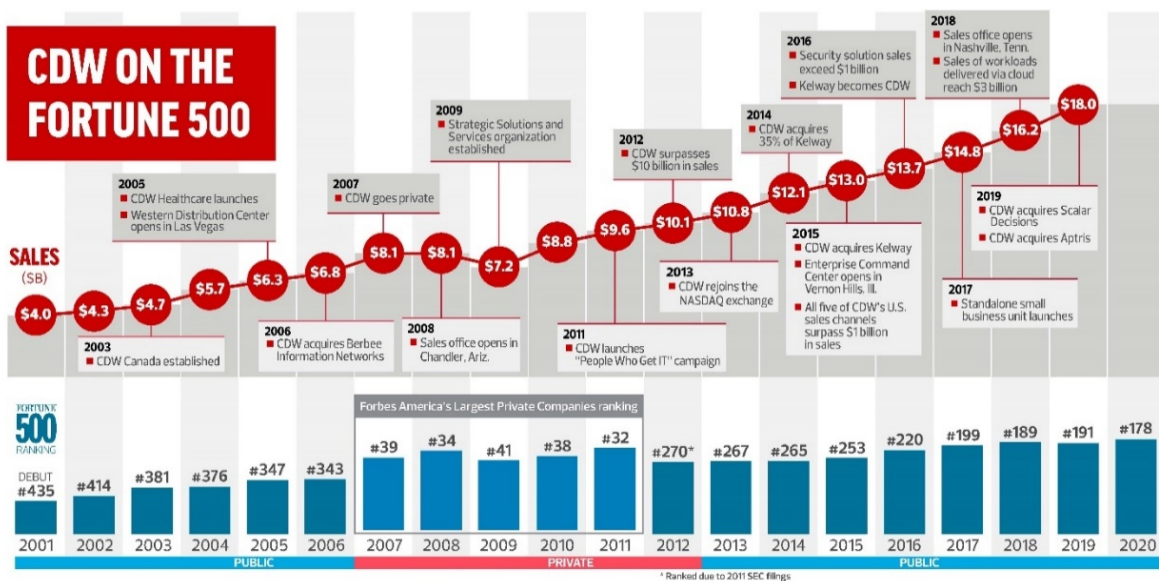
i. Provide a brief history of the Offeror, including year it was established and corporate office location.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** \$18.0B
- **# of Coworkers:** ~10,100
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank (2020):** 178

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



ii. Describe Offeror's reputation in the marketplace.

CDW goes to market with a series of sustainable competitive advantages developed during 35+ years of delivering technology to customers. Each is powerful on its own, but the combination of these interconnected advantages makes it hard for others to replicate CDW's success.

CDW•G's success has been driven by the interconnection of unique competitive advantages: our scale and scope, performance-driven culture, highly skilled sales and services capabilities, robust distribution facilities, and established international presence.

The more technology changes, the greater the opportunity for CDW•G to deliver value to its customers and vendor partners. CDW•G continually evolves to take advantage of the accelerating changes in IT. CDW•G has successfully transformed from primarily a technology products seller to an integrated technology solutions provider, ensuring it can continue to help customers navigate an increasingly complex IT market.

Our current competition includes:

- Resellers, such as Computacenter, Connection, ePlus, Insight Enterprises, NTT, Presidio, SCC, Softchoice, World Wide Technology and many smaller resellers;
- Manufacturers who sell directly to customers, such as Adobe, Apple, Dell EMC, HP Inc. and Hewlett Packard Enterprise;
- Large service providers and system integrators, such as Accenture, Dell EMC, Hewlett Packard Enterprise and IBM;
- Communications service providers, such as AT&T, CenturyLink and Verizon;
- Cloud providers, such as Amazon Web Services, Google and Microsoft;
- E-tailers, such as Amazon and Newegg; and
- Retailers (including their e-commerce activities), such as Office Depot and Staples.

We believe we are well positioned to compete within this marketplace due to our competitive advantages. We expect the competitive landscape to continue to evolve as new technologies are developed. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors.

We believe we have sustainable competitive advantages that differentiate us in the marketplace. We have built a strong sales organization and deep services and solutions capabilities over time and expect to continue to invest to enhance these capabilities, which we believe when combined with our competitive advantages of scale and a performance driven culture, will help drive sustainable, profitable growth for us today and in the future. Our scale enables us to have a national and international footprint, as well as invest in resources to meet specific customer end-market needs. Our sellers are organized around unique customer end markets that are both vertically and geographically focused. Our scale enables our ability to invest in technical coworkers who work directly with our sellers to help customers implement increasingly complex IT solutions. Our scale also enables us to operate our three distribution centers (two in the US and one in the UK), which combined are more than 1 million square feet in size. We have cross-border relationships that enable us to serve the needs of our US, UK and Canadian-based customers in more than 150 countries. Our strong, execution-oriented culture is underpinned by our compensation system.

Our hardware products include notebooks/mobile devices (including tablets), network communications, desktop computers, video monitors, enterprise and data storage, and other hardware. Our software products include application suites, security, virtualization, operating systems and network management. Our services include warranties, managed services, consulting design and implementation. IT is critical to both "run the business" and drive greater growth and productivity.

To help our customers accomplish this, we have built a robust portfolio of solutions across data center, digital workspace, security, virtualization and services that we provide in physical, virtual, or cloud-based environments.

We provide public cloud solutions, which reside off customer premises on a public (shared) infrastructure, and private cloud solutions, which reside on customer premises. We also offer

hybrid cloud solutions that deliver the benefits of both public and private solutions. Our migration, integration and managed services offerings help our customers simplify cloud adoption, as well as the ongoing management of cloud solutions, across the entire IT lifecycle. Dedicated Cloud Client Executives work with our customers to architect cloud solutions meeting their organizational, technology and financial objectives.

We offer a broad portfolio of integrated solutions that include the following on and off-premise capabilities:

- **Data Center:** We assess our customers application infrastructure need, design flexible, resilient and efficient solutions and manage the solution throughout its lifecycle. Our broad portfolio of hardware and software products, encompassing both on and off-premise solutions, enables us to provide well-integrated solutions, including converged and hyperconverged infrastructure, physical and virtualized servers, software defined automation and orchestration solutions, hybrid storage and energy-efficient power and cooling.
- **Digital Workspace:** We build end-to-end solutions that deliver access to applications that improve our customers' productivity regardless of device or location. We connect our customers' physical devices, including laptops, desktops, IP Phones, mobile devices and print systems. We utilize collaboration solutions to unite applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, persistent chat, social media, voice and video. We also host cloud-based collaboration solutions. Our solutions provide the tools that allow our customers' employees to share knowledge, ideas and information among each other and with clients and partners effectively, securely and quickly.
- **Security:** We assess our customers' security needs and provide them with risk mitigation tools and services. Product design, architecture and implementation can take the form of hardware, software or Software as a Service. These tools and services are provided across a multitude of categories such as: endpoint security, email security, web security, intrusion prevention, authentication, firewall, virtual private network services and network access control. Security consulting engagements include security assessment, policy and procedure gap analysis, security roadmaps and health checks.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it and provides employees with remote desktop access. Our specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.
- **Services:** We advise, architect and manage integrated business technology for our customers. Our solutions include integrated cloud, collaboration, data center, mobility and security business technology, from the physical to the application layer. We provide advisory, architectural and managed services across basic, discrete and integrated business technology solutions. We leverage best-in-class partner technology platforms to seamlessly architect and manage disparate IT platforms into integrated business technology solutions.

CDW•G's solutions include design, implementation and ongoing management and support. Continuous transformation, which includes the addition of field sellers, technology specialists

and advanced services engineers and extensive services capabilities, means that CDW is uniquely positioned to capitalize on the key technology drivers of today and tomorrow.

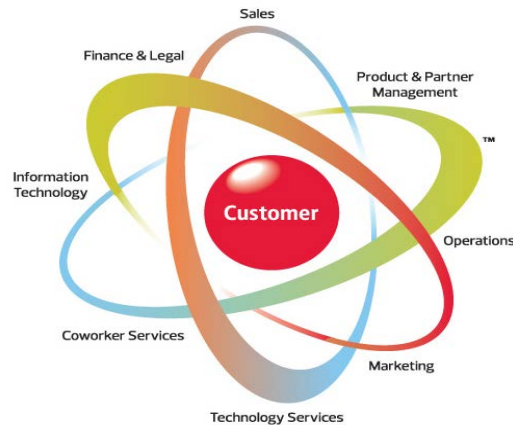
iii. Describe Offeror's reputation of products and services in the marketplace.

Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Region 4 ESC view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Region 4 ESC with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on

distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds [REDACTED] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- **End-user hardware installations**, including desktops, laptops and printers
- **Pre-shipment configuration** for server and storage equipment
- **Remote configuration** for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- **Computer imaging services:** We can preload your custom images onto systems before they ship.
- **VPN configuration services:** With a static IP address and proprietary VPN connection, you can update images on the fly.
- **iOS and Android configuration:** We'll customize your iPad or Android deployments by loading apps, settings or customized content.

Custom Turnkey Solutions

We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered.

We can help with:

- **Joining client systems** to your domain over VPN
- **Custom BIOS** and firmware upgrades
- **Data capture** for pre-staging on your network
- **Custom inserts** with clear instructions for users



IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss.



We offer:

- **Custom asset tagging** based on your current system or one we help you devise
- **Enhanced barcode tracking** for easy inventory management
- **Custom engraving and laser etching** for laptops, tablets and more

Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- **Palletization:** Allows you to receive your entire order in one shipment
- **Kitting:** We'll bundle your items together and ship kitted boxes to multiple destinations
- **Labeling:** We'll label packages with vital information for easy routing and tracking



Remote Configuration Services

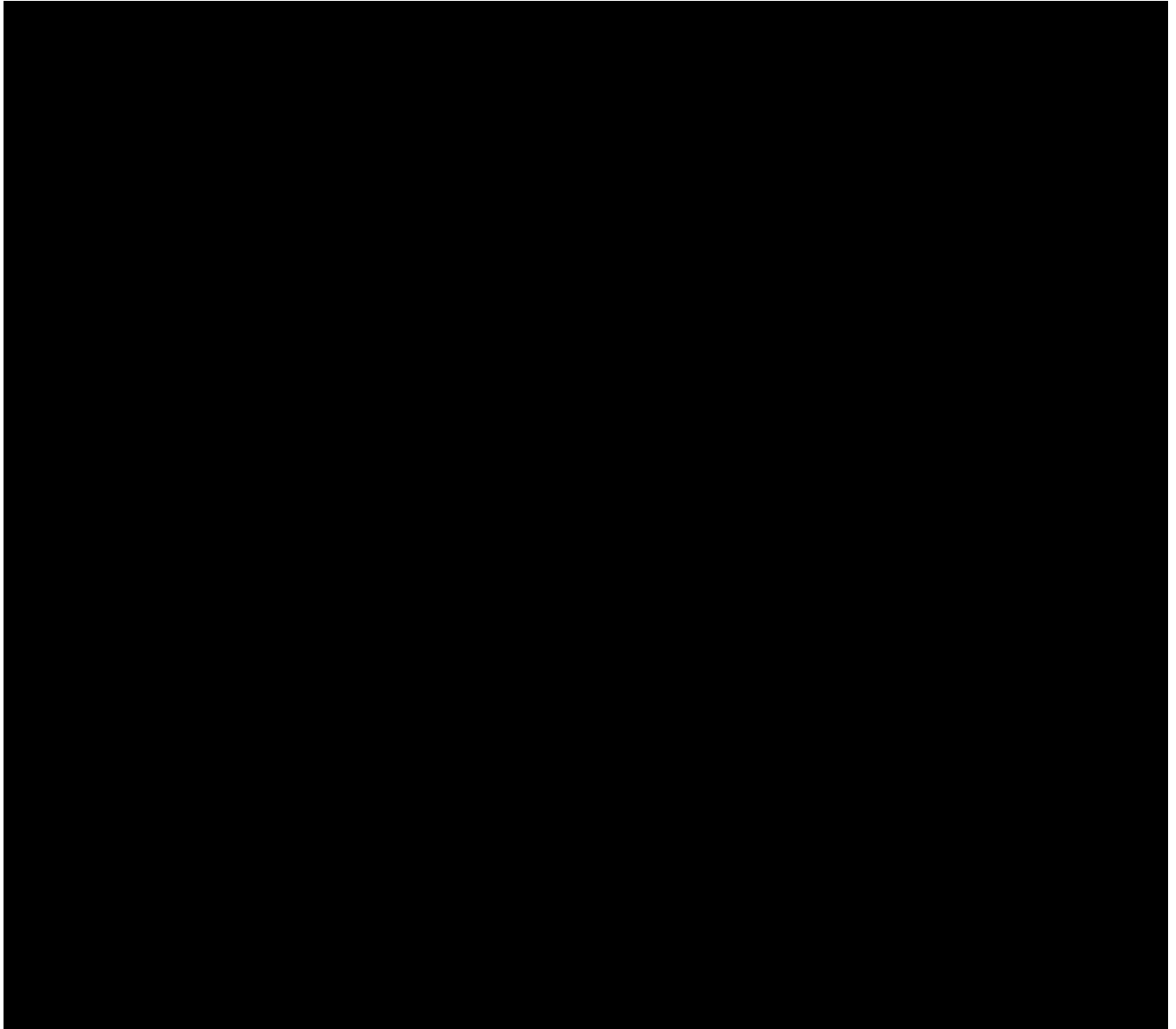
CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection.



Services include customized installations for:

- **HP, Cisco, Dell and Aruba** switches
- **Cisco** wireless LAN controllers
- **Cisco IronPort** web and email security
- **Cisco ASA** with FirePOWER® and F5 BIG-IP® LTM configurations
- **Citrix XenApp®**, **Xen Desktop®** and **NetScaler® Gateway™** solutions
- **FortiGate, SonicWall and Palo Alto** appliances

iv. Describe the experience and qualification of key employees.



v. Describe Offeror's experience working with the government sector.

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

We focus on building strong relationships with our public sector customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the Public Sector market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to

product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over [REDACTED] in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and **Amy Passow**, E-Rate Specialist, offer public sector entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

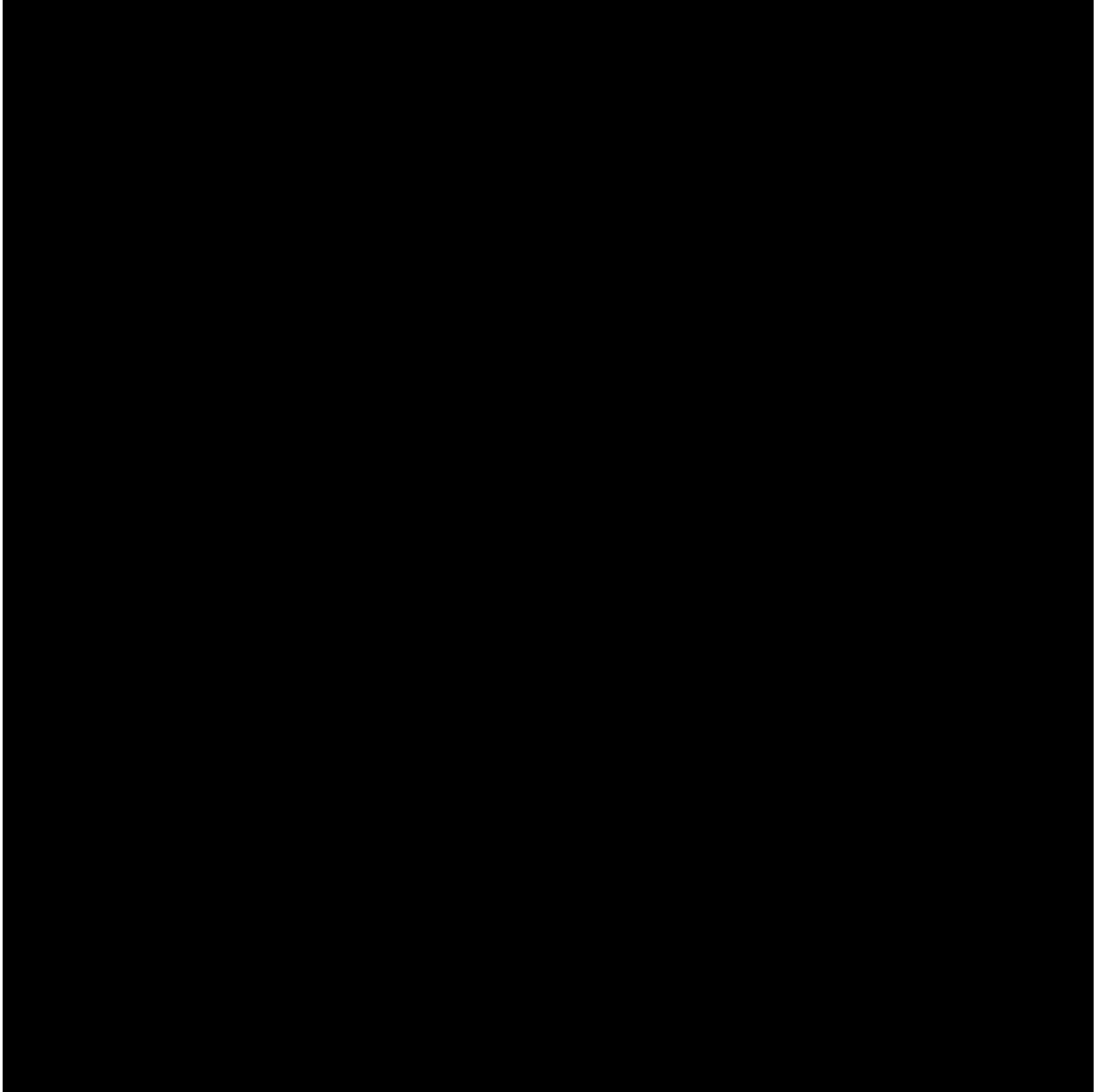
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

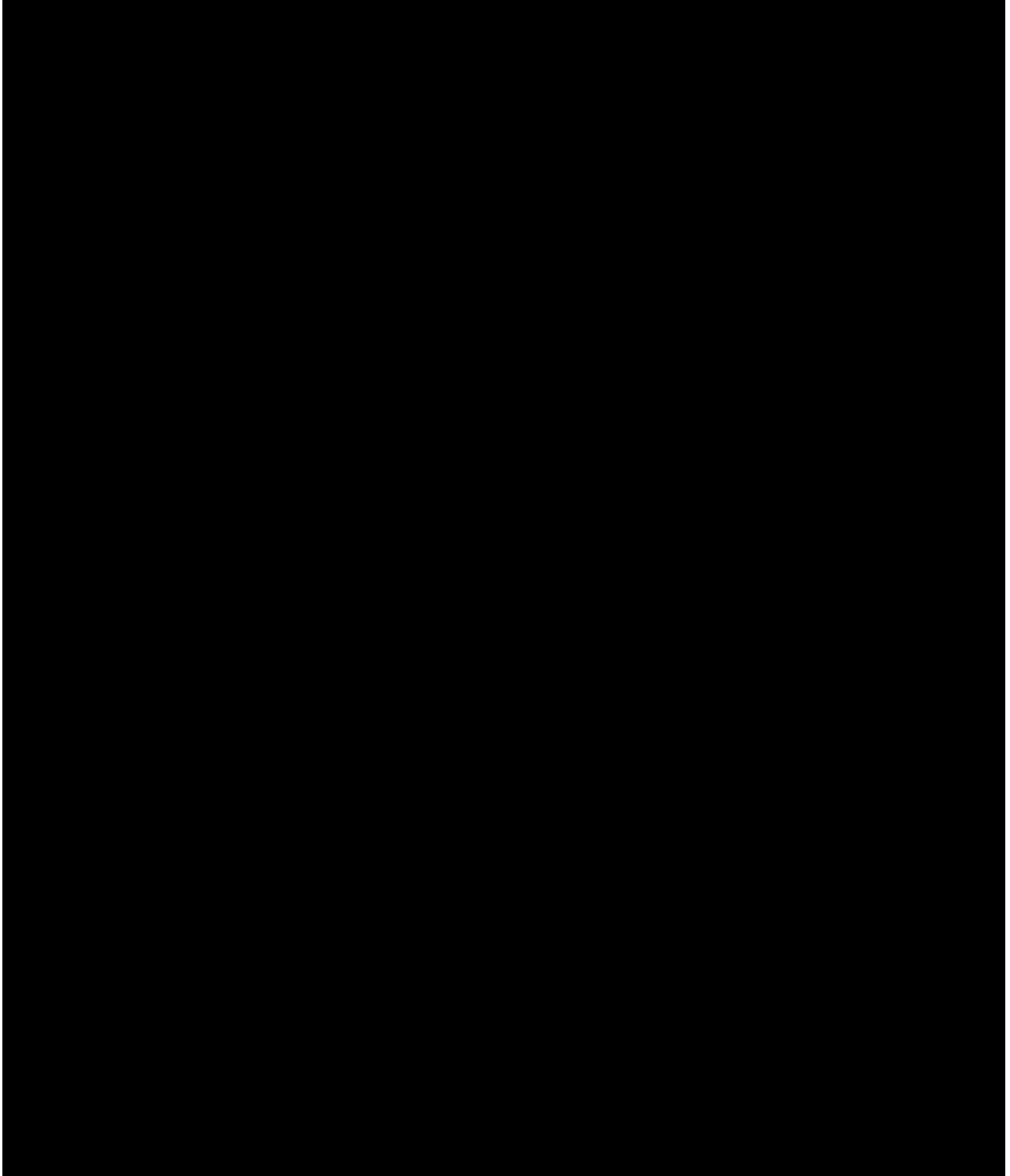
As of the date of submission, and to CDW•G's knowledge and belief, CDW•G is not currently involved in any litigation involving customers, competitors, or employees which, if adversely adjudicated, would have a material adverse impact on CDW•G's ability to perform its obligations under an awarded contract.

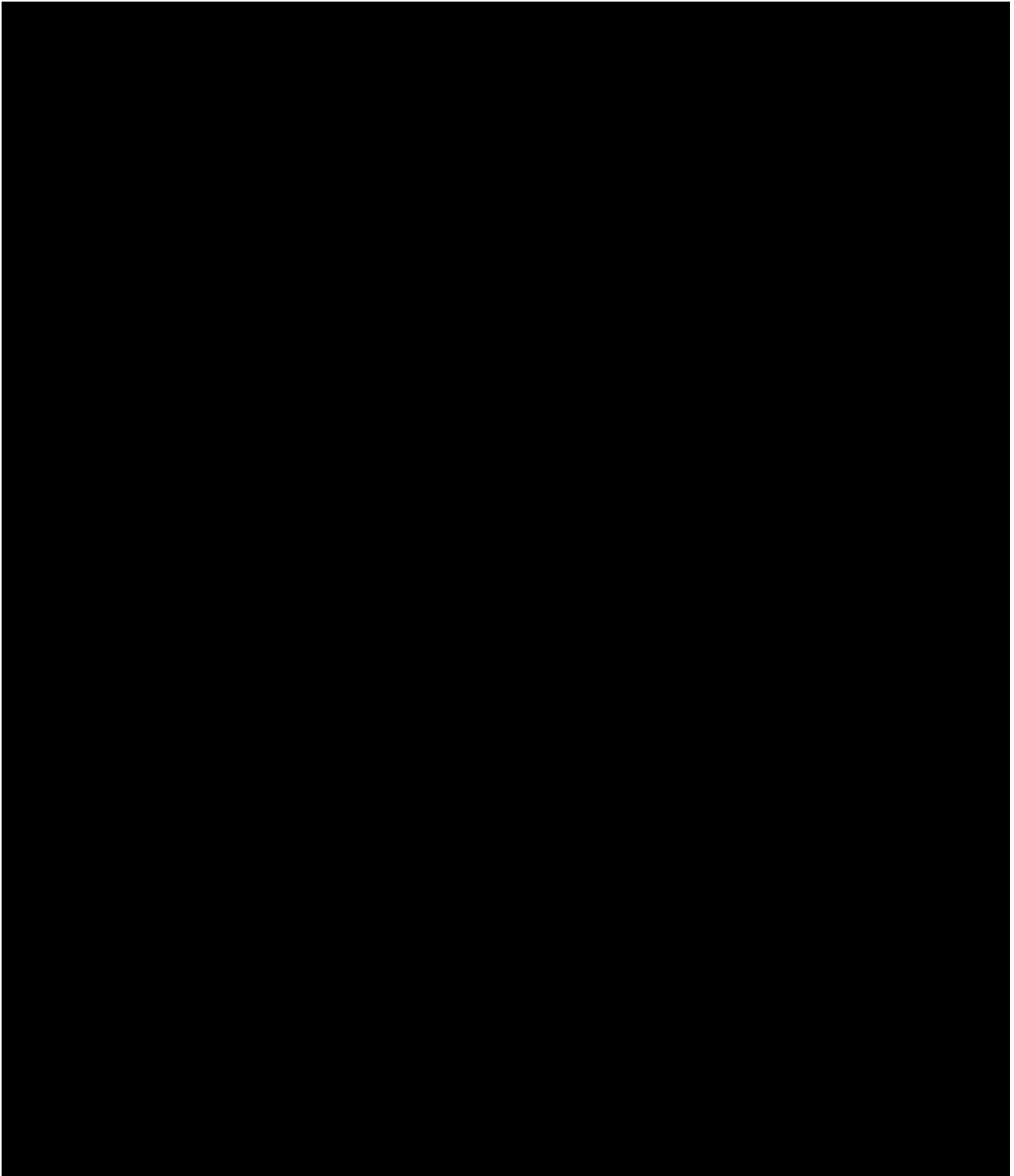
As of the date of submission, and to the best of our knowledge and belief, CDW•G has not filed a petition for bankruptcy or reorganization due to financial hardship.

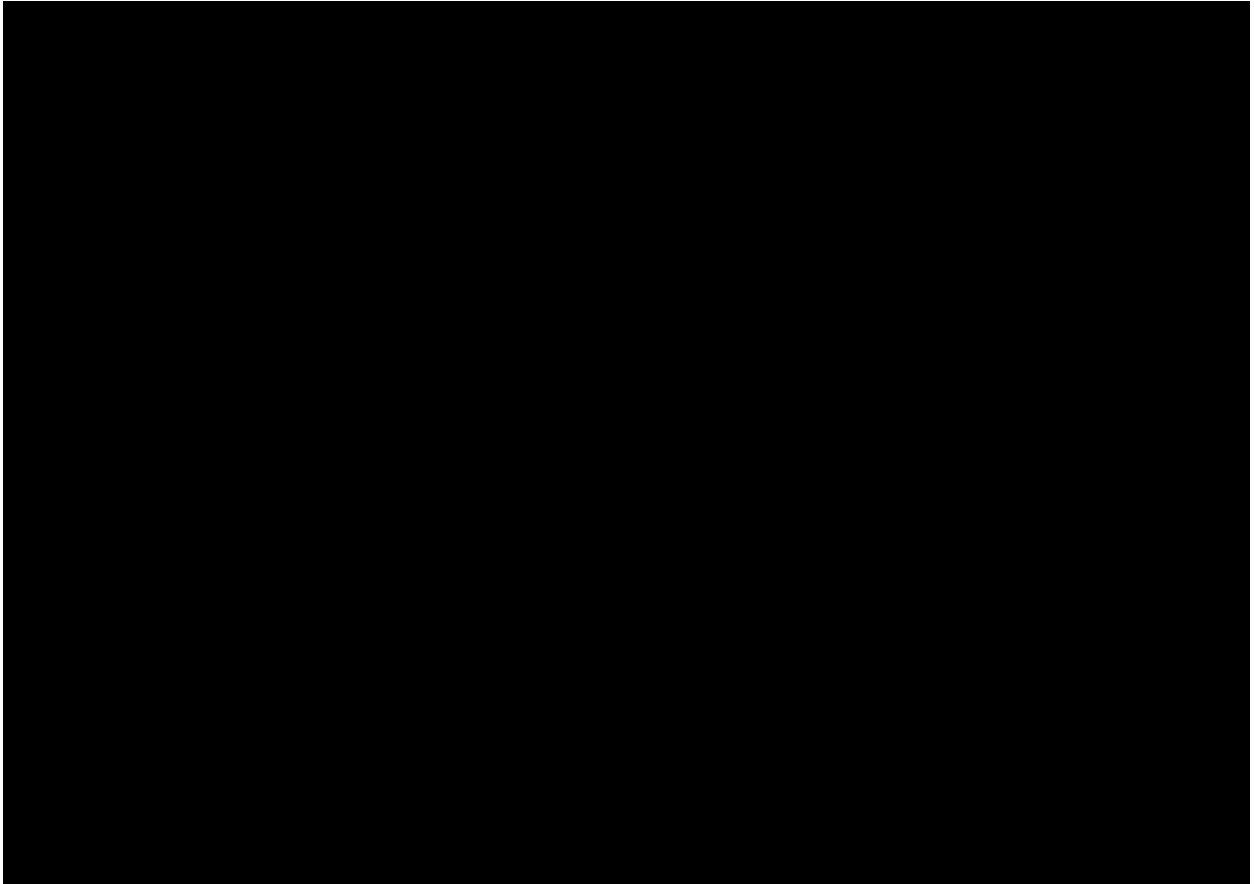
References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.









ix. Provide any additional information relevant to this section.

Tab 5 – Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

As demonstrated by this response to Region 4 ESC's Technology Solutions, Products and Services RFP, CDW•G is fully capable of completing and managing the Scope of Work in this new contract. We are confident in this because we have been successfully managing the Region 4 ESC contract (R160201) for the last 5 years. By awarding CDW•G this new contract, Region 4 ESC will have a seamless, no interruption transition from the current contract. The team currently in place will remain in place to serve Region 4 ESC, which means our team is already familiar and accustomed to working with of Region 4 ESC. CDW•G also held the National IPA contract before it became OMNIA, giving our teams more foundation and experience.

In addition to the current Technology Solutions, Products and Services contract, CDW•G currently holds and manages a total cloud solutions contract (R0107100) for Region 4 ESC

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy
Appendix C, Doc #1
- b. Antitrust Certification Statement (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Appendix C, Doc #3)
- d. Texas government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

01/15/2021

Date

David C. Hutchins

Authorized Signature & Title

CDW-G Statement of Confidentiality

The information contained within CDW-G's proposal is protected commercial and financial information belonging to CDW-G and the release of such information would harm CDW-G's proprietary interests. CDW has spent the last 30+ years refining its customer pricing, customer base, customer development and partner relationships. The internal development of information and strategy is at the heart of what makes CDW-G competitive with its customers. To reveal this information to CDW-G's competitors would cause CDW-G irreparable and substantial competitive harm.

Notwithstanding ESC Region 4's expectation that price would not be determined confidential, CDW-G's understanding of prior Texas Attorney General decisions suggests otherwise. The Attorney General, through his review of Texas Supreme Court rulings, has determined that Section 552.104(a) of the Texas Government Code provides protection of price information. In addition to CDW-G's price strategy and offer to ESC Region 4, CDW-G believes the following to similarly be exempt from disclosure:

Response Page No.	Rationale
7	Detailed login instructions for ESC Region 4 members to retrieve downloadable copies of pricing files.
35	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
41	CDW-G employee personal information/contact information
48-49	CDW-G employee personal information/contact information
52	CDW-G's top OMNIA accounts is confidential customer information not made publicly available.
56	CDW-G's logistics and performance metrics is confidential information used to provide CDW-G a competitive advantage.
62	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
64-65	CDW-G employee personal information/contact information
66	Confidential financial information not released to the public.
67-70	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

CDW Government LLC

Contact



Signature

Pam Janutolo

Printed Name

Manager, Proposal Teams

Position with Company

Address

230 N. Milwaukee Ave

Vernon Hills, IL 60061

**Official
Authorizing
Proposal**



Signature

David Hutchins

Printed Name

Vice President, Strategic Programs

Position with Company

Phone

847.371.5800

Fax

847.465.6800

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW).

Due to the new rules executed by the State of Texas on 01/01/2018, the Form 1295 is no longer applicable to CDW Government LLC.

Please visit the following website for more information.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who_Is_Interested_Party

SECTION 7 - # 4

7. Are there certain contracts that do not require Form 1295?

Yes. Form 1295 is not required for the following contracts if entered into or amended on or after **January 1, 2018:**

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;***
- (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#);* or
- (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#).*

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, David Hutchins, as an authorized representative
of

CDW Government LLC, a contractor
engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

David C Hutchins
Signature of Named Authorized Company Representative

01/15/2021
Date

STAGING/BUY AND HOLD AGREEMENT

This STAGING/BUY AND HOLD AGREEMENT (“**Agreement**”) is made as of the ____ day of [Month], Year (the “**Effective Date**”) by and between CDW Government, LLC (“**Seller**”) and _____ (“**Customer**”).

STAGING MANAGEMENT.

Seller and Customer (each, a “**Party**”, together, the “**Parties**”) agree to work together to manage Seller’s storage and distribution (“**Staging**”) of certain products purchased which may receive configured Services such as asset tagging, hardware installation, software imaging, customization with VPN and kitting with custom packaging (“**Configuration Services**”) purchased separately by Customer from Seller, specified hereunder (“**Staged Products**”).

Section 1. INTERPRETATION.

Notwithstanding anything to the contrary specified in any Seller-issued quote or Customer-issued Staging/Buy and Hold Authorization Order (defined herein), the Parties agree that all such quotes and Staging/Buy and Hold Authorization Orders shall be governed solely by the terms and conditions of this Agreement; provided that Customer’s purchase of Staged Products from Seller (including without limitation payment, invoicing and return privilege terms) shall be governed by Seller’s “Terms and Conditions of Product Sales and Service Projects” specified at www.cdw.com unless Seller and Customer have signed a separate agreement to govern such product sales prior to the Effective Date (in either case, the “**Product Agreement**”). In the event of a conflict between the Product Agreement and this Agreement, the provisions of this Agreement shall prevail.

Section 2. SELLER STAGING.

2.1 All Staged Products must be listed on a Staging/Buy and Hold Authorization Order (“**SAO**”) executed between the parties, that is substantially in the form of **Exhibit A** attached hereto. Seller shall store the Staged Products on behalf of Customer at Seller’s warehouse located at [CDW Warehouse], (“**Seller’s Warehouse**”). The Parties will execute SAO’s in numerical order, beginning with “**A-1**”. Any change to the SAO shall be under the terms and conditions specified on a Staging/ Buy and Hold Authorization Order Addendum (“**SAOA**”) that is substantially in the form of **Exhibit B** attached hereto. Except as otherwise specified in the applicable SAOA, Customer will be financially responsible to Seller for any and all Seller costs associated with changes to a SAO. Such additional Seller costs may include, but are not limited to, custom configurations, handling, release date changes, warehousing and shipping charges.

2.2 Staged Products which are known by Seller to be defective, OEM deemed end of life or DOA during delivery to or at the Staging Location, will be replaced by Seller at no additional cost to Customer. No change to the SAO or signed amendment will be required for replacements by Seller pursuant to his Section and Seller will notify Customer’s contact via email.

2.3 To the best of Customer’s knowledge, any configuration, asset tagging, imaging, or like Services to be

performed by Seller on the Staged Products have been finalized, as evidenced by Customer’s initials in the correct box below:

The Staged Products [CHOOSE] have Configuration Services performed.

Section 3. OWNERSHIP.

As between Seller and Customer, ownership of, and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the designated staging location (“**Staging Location**”) within Seller’s Warehouse. Customer obtains a special property right and insurable interest in such Staged Products under UCC § 2-501. Customer acknowledges and agrees that any manufacturer warranty period for the Staged Products will begin on the date of Seller’s invoice.

Section 4. SALES TAX.

As set forth above, ownership of and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the Staging Location. Seller will collect sales tax due from Customer based on the Seller’s Warehouse location identified in Section 2. Upon executing this agreement, and if applicable, Customer will provide Seller with either Illinois or Nevada tax exemption documentation.

Section 5. SHIPPING.

5.1 Seller shall release the Staged Products from the Staging Location and provide them to the carrier for shipment to Customer’s location upon the Estimated Ship Date set forth in the SAO, unless Customer provides written notice to Seller (which may be by email sent directly to the Seller Account Manager) no less than ten (10) business days prior to such Estimated Ship Date notifying Seller of Customer’s request to change the ship date. Customer cannot change any ship date to a date later than the Final Ship Date set forth in the SAO (“**Final Ship Date**”). Seller will ship to Customer all Staged Products that remain in Seller’s Warehouse no later than the Final Ship Date.

5.2 Customer will be responsible for all shipping and handling charges, which Seller will include as an additional line item on the applicable invoice.

5.3 In the event of early termination or in the event that Customer does not request delivery of all Staged Products prior to the Final Ship Date, Seller shall, at Seller’s option; either (i) ship the remaining Staged Products still held by Seller to Customer’s Final Ship to Address identified on the SAO, or (ii) return the Staged Products to Seller’s inventory.

Section 6. INVOICING AND PAYMENT.

6.1. Except as otherwise agreed in writing by the Parties, and subject to continuing credit approval by Seller,

Customer will pay all invoices within thirty (30) days after the date of Seller's invoice. In addition to the purchase price for the Staged Products, Seller will charge Customer a fee for holding the Staged Products as set forth on each SAO ("Staging Fee").

6.2. Seller will invoice Customer for Customer's purchase of Staged Products on the date that the Staged Products are delivered to the Staging Location in Seller's Warehouse. Seller will also include the applicable Staging Fee on each invoice for Staged Products.

6.3. The Staging Services will commence, and the Staging Fee applied, upon the date of CDW's invoice.

6.4. Upon completion of each SAO, if applicable, CDW will provide customer with a settlement invoice for any additional fees resulting from any changes to the original SAO (e.g., additional staging fees, handling fees, shipping charges, etc.).

6.5. Customer acknowledges that some or all Staged Products may not be in Seller's warehouse or available to be held for Customer on the date the SAO is submitted to Seller and agrees that Seller shall have no liability or responsibility to Customer for losses of any incentives or price adjustments as a result of the invoice date being different from the SAO date.

Section 7. NON-CANCELABLE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE AND NON-CANCELABLE, AND THE STAGED PRODUCTS ARE NON-RETURNABLE, NOTWITHSTANDING ANY OBSOLESCENCE OF THE STAGED PRODUCTS, PROBLEMS WITH OR DEFECTS IN THE STAGED PRODUCTS, ANY CHANGES IN SCHEDULE, ANY CHANGES IN CUSTOMER'S NEEDS OR FINANCIAL CIRCUMSTANCES, ANY UNAVAILABILITY OF LEASE FINANCING FOR ANY OR ALL OF THE STAGED PRODUCTS, OR ANY OTHER CIRCUMSTANCE. CUSTOMER SHALL HAVE NO RIGHT TO REFUSE DELIVERY OR TO DELAY PAYMENTS FOR ANY STAGED PRODUCTS FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE CONDITION OF STAGED PRODUCTS.

Section 8. BREACH; REMEDIES.

In the event that Customer cancels any SAO or addendums thereto, or terminates this Agreement, Seller shall have the right, in addition to all other remedies it may have, to be compensated for all costs, expenses and losses incurred by Seller, including, but not limited to, the cost of Staging the Staged Products, insurance costs, costs incurred with respect to custom configured goods, costs incurred by Seller in ordering Staged Products specifically for Customer's benefit, and costs of collection. In the event of a breach of this Agreement by Customer and in addition to all other remedies Seller may have at law or in equity, Seller has the right to terminate this Agreement and to demand immediate payment in full for all of the Staged Products and of all of the fees, costs and expenses assessable hereunder.

Section 9. RISK OF LOSS, AND INSURANCE.

CUSTOMER SHALL BEAR THE RISK OF PROPERTY DAMAGE TO AND LOSS OF THE STAGED PRODUCTS

("PRODUCT LOSSES") AND SHALL PROVIDE INSURANCE TO COVER ANY SUCH PRODUCT LOSSES DURING STORAGE OF THE STAGED PRODUCTS IN SELLER'S WAREHOUSE. CUSTOMER SHALL ALSO BEAR THE RISK OF PRODUCT LOSSES AND SHALL PROVIDE INSURANCE TO COVER ANY PRODUCT LOSSES INCURRED DURING SHIPMENT, NAMING SELLER AS A LOSS PAYEE.

Section 10. SECURITY AND ACCESS.

Seller agrees to exercise the same care with respect to the storage of Staged Products as Seller exercises with respect to similar products owned by Seller. Seller shall provide secure space to prevent unintended use of Staged Products. Seller agrees to provide Customer access to its facilities, upon reasonable advance notice, during normal business hours, for purposes of inspection of Staged Products.

Section 11. LIMITED LIABILITY.

SELLER'S LIABILITY FOR LOSS OR INJURY TO THE STAGED PRODUCTS IS LIMITED TO REPLACEMENT OF THE STAGED PRODUCTS OR REIMBURSEMENT FOR THE UNIT PRICE LISTED ON THE SAO, PROVIDED THAT CUSTOMER HAS PAID SELLER FOR THE APPLICABLE STAGED PRODUCTS, BUT IN NO EVENT IN EXCESS OF INSURANCE PROCEEDS RECEIVED BY SELLER FOR SUCH LOST OR INJURED PROPERTY. UNDER NO CIRCUMSTANCES WILL SELLER OR ITS AFFILIATES BE LIABLE FOR: ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

Section 12. TERMINATION.

This Agreement may be terminated by Customer upon thirty (30) days' advance written notice; provided that Customer has paid all fees, prices and costs due and owing hereunder. This Agreement may be terminated by Seller upon thirty (30) days' advance written notice. Termination of this Agreement will not terminate either party's obligations under any existing SAO.

Section 13. FORCE MAJEURE.

Seller shall not be liable to Customer for any failure to comply with the terms of this Agreement to the extent that such failure results from any circumstances beyond its reasonable control, including, but not limited to, carrier delays, delays due to fire, severe weather, power failure, labor problems, acts of war, terrorism, embargo, acts of God, and acts or laws of any government or agency. Seller's failure or delay in performance under this Agreement due to any force majeure event shall not be deemed to be a default under this Agreement.

Section 14. GOVERNING LAW; JURISDICTION.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT

REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND THE PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT

TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: CDW Government, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

Customer Account # _____

EXHIBIT A-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

* CDW to default to final ship date if no estimated ship dates are provided in the table above.
* The foregoing Staged Products are subject to the "Staging/Buy and Hold Agreement" between the Parties dated ____day of [Month], [Year]

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

Customer:

By: X
Name: X
Title: X
Date: X

By: X
Name: X
Title: X
Date: X

SAO EXAMPLE ONLY. DO NOT SIGN!

CDW Internal Use:
Quote #: X
Order #: X

EXHIBIT B-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER ADDENDUM

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

* CDW to default to final ship date if no estimated ship dates are provided in the table above.

* The foregoing Staged Products are subject to the "Staging/Buy and Hold Agreement" between the Parties dated ____ day of [Month], [Year]

The parties agree that the Staging/Buy and Hold Authorization Order dated ____ day of [Month], [Year] is hereby amended as set forth in this Addendum.

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

Customer:

By: X

By: X

Name: X

Name: X

Title: X

Title: X

Date: X

Date: X

CDW Internal Use:

Quote #: X

Order #: X

SAO ADDENDUM EXAMPLE ONLY. DO NOT SIGN!

STATEMENT OF WORK

Project Name:	[Project Name]	Seller Representative: [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
CDW Affiliate:	[CDW Affiliate determined by Customer #]	
Subcontractor:	[Partner Name]	Solution Architect: [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	Drafted By [Services Contract Specialist Name]
Version:	[File Version]	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, [CDW Affiliate] (“**Provider,**” and “**Seller,**”) and [Customer Name] (“**Customer,**” and “**Client,**”).

GOVERNING AGREEMENT

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

[Customer Name]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Mailing Address:

[Affiliate Address line 1]

Street: _____

[Affiliate Address line 2]

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Location(s)

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

Special Item 532420L	Leasing of New Electronic Equipment
Special Item 33411	Purchase of New Electronic Equipment
Special Item 811212	Maintenance, Repair Services and/or Repair Parts/Spare Parts
Special Item 511210	Software Licenses
Special Item 54151	Software Maintenance Services
Special Item 518210C	Cloud and Cloud-Related IT Professional Services
Special Item 611420	Information Technology Training
Special Item 54151S	Information Technology Professional Services
Special Item NEW	Introduction of New Supplies and Services
Special Item OLM	Order-Level Materials (OLM)

SIN 5324200L - LEASING OF NEW ELECTRONIC EQUIPMENT

PSC Code W070 – LEASE-RENT OF ADP EQUIPMENT AND SUPPLIES

SIN 33411 PURCHASE OF NEW ELECTRONIC EQUIPMENT

PSC Code 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers
Professional Workstations
Servers
Laptop/Portable/Notebook Computers
Large Scale Computers
Optical and Imaging Systems
Other Systems Configuration Equipment, Not Elsewhere Classified

SIN 811212 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICES, AND/OR REPAIR PARTS/SPARE PARTS

PSC Code J070 - MAINTENANCE AND REPAIR SERVICE)(REPAIR PARTS/SPARE PARTS - SEE FSC CLASS FOR BASIC EQUIPMENT)

Maintenance Service, Repair Service, Third Party Maintenance
Repair Parts/Spare Parts

SIN 511210 - SOFTWARE LICENSES

Includes both term and perpetual software licenses, and maintenance.

PSC Code 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Operating System; Application; Electronic Commerce (EC); Utility; Communications;
Core Financial Management; Ancillary Financial Systems; and Special Physical, Visual,
Speech, and Hearing Aid Software
Microcomputers
Operating System; Application; Electronic Commerce (EC); Utility; Communications;
Core Financial Management; Ancillary Financial Systems; and Special Physical, Visual,
Speech, and Hearing Aid Software

SIN 54151 – SOFTWARE MAINTENANCE SERVICES

PCS Code J070 SOFTWARE MAINTENANCE SERVICES

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

SIN 518210C – CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES**PSC CODE D305 – ADP TELEPROCESSING AND TIMESHARING SERVICES**

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

SIN 611420 - INFORMATION TECHNOLOGY TRAINING

PSC CODE U012 - EDUCATION/TRAINING-INFORMATION TECHNOLOGY / TELECOMMUNICATIONS TRAINING

SIN 54154S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

PSC Code D399 - OTHER INFORMATION TECHNOLOGY SERVICES, NOT ELSEWHERE CLASSIFIED IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

Note1: IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract.
Note 2: Contractor shall not provide services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

SIN NEW - Introduction of New Supplies and Services

Section I. PC as a Service. This outlines the common service features for Dell Marketing L.P.'s PC as a Service solution, which is comprised of a combination of hardware, software and services (both close-to-the-box and professional) aggregated into a financing solution which provides a single price per seat per month.

SIN OLM – ORDER-LEVEL MATERIALS (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order under the contract. OLMs are not defined, priced or awarded at the contract level.

**Dell Marketing L.P.
Federal Government Solutions**

One Dell Way
Round Rock, Texas 78682
1-855-860-9606
Internet Address: <http://www.dell.com/fed>

Solicitation #47QSMD20R0001

Refresh 0001

Contract Number: GS-35F-059DA

Current Option Period: November 20, 2020 to November 19, 2025

Contract End Date: November 29, 2035

General Services Administration

Federal Acquisition Service

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On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order¹ are available through GSA Advantage!®, a menu-driven database system. The internet address for GSA Advantage!® is: **GSAAdvantage.gov**. Please note that certain complex Dell products and / or configurations may not be available on Advantage due to its limitations.

Dell's GSA Terms and Conditions, as well as Dell's GSA product and pricing, are available on the Dell Federal Government Home Page at <https://www.delltechnologies.com/en-us/industry/federal/federal-government-it.htm#scroll=off>. On the Federal Home Page is a tool to identify Dell Sales Representatives responsible for individual Federal Agencies. If you know the name of your Sales Representative, address your Internet mail message to: firstname_lastname@dell.com

Given Dell's price list is a SKU-based price list containing over 300,000 SKUs, which per it's commercial practices change frequently, publishing and distribution of a hard copy price list is impractical. Upon request Dell will provide an electronic copy of the current price list. The Dell-specific Authorized Federal Supply Schedule Price List terms are available on the GSA *e-library*, or via email from Dell upon request.

¹ Please note that given the complexity of certain Dell product configurations, it may not be possible to properly configure a system on Advantage! and/or configure a product without the assistance of a Dell Technical Account Manager. Please contact Dell directly.

INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES:

Small Business Participation. SBA strongly supports the participation of small business concerns in GSA's Multiple Award Schedule (hereinafter "MAS") Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Multiple Award Schedule, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three Schedule contractors or consider reasonably available information by using the GSA Advantage! On-line shopping service (<http://www.gsaadvantage.gov>). The catalogs/pricelists, GSA Advantage! And the Federal Supply Service Home Page (www.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

0. DEFINED TERMS

Throughout this Authorized Federal Supply Schedule Price List ("AFSSPL") (i) Dell Marketing L.P. may be referred to as "Dell" or "Contractor"; and (ii) this AFSSPL, GS-35F-059DA may be referred to as "Contract" or "FSS Contract."

1. ORDER QUANTITIES

The minimum dollar value of orders is \$100. There is no maximum order limit.

2. GEOGRAPHIC SCOPE OF CONTRACT

- a. The geographic scope of this Contract is worldwide.
- b. The terms and conditions of this Contract shall apply to all orders for delivery and maintenance of equipment in areas listed in the price list outside the 48 contiguous states, Hawaii, Alaska and the District of Columbia except for the following modifications:
 - i. In place of a delivery date, an estimated shipping date shall be specified on the order.
 - ii. Upon request of Dell, the Government, on a reimbursable basis, may provide Dell with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to Dell's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this Contract.
- c. Outside of the U.S., Dell agrees to accept orders for maintenance (On-Site Service) of equipment where Dell maintains the capability of performing such maintenance. Some isolated locations may only be serviced through a "return to depot" process. As conditions are subject to change, ordering activities should check with their Dell Sales Representative.

3. POINTS OF PRODUCTION

Please refer to the Dell Marketing L.P. SAM registration (www.sam.gov, search under Dell's DUNS 877936518 in the Representations and Certifications section, FAR 52.212-6 Place of Performance) for the points of production for Dell-branded products. Generally, enterprise (e.g. servers, non-complex storage, workstations) and desktop products are sourced from Dell's ODM located in Mexico; notebook computers from Dell's ODM in Taiwan; complex storage products from the U.S. Please refer to the Foreign Items paragraph below.

4. DISCOUNTS AND PRICING

a. **PRICES.** Prices listed herein are net; Contract discounts have already been deducted and the GSA Industrial Funding Fee ("IFF") has been incorporated into the price, thus the IFF is not separately priced/invoiced.

b. Unless the ordering activity and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.

c. **SPECIAL PRICING.** Ordering activities are encouraged to compete their large requirements among GSA MAS holder contractors, and Schedule contractors are encouraged to quote lower "spot prices" for individual opportunities. The resulting competitive price may be included in a Delivery Order without triggering the Price Reduction clause. Special pricing may be available for large requirements. Please call the applicable Agency-specific telephone number listed above to discuss with your Sales Representative.

i. **MAXIMUM ORDER THRESHOLD**

(1) The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

532420L	Leasing of New Electronic Equipment
33411	Purchasing of New Electronic of Equipment
811212	Maintenance of Equipment, Repair Services, and/or Repair/Spare Parts
511210	Software Licenses
54151	Software Maintenance Services
518210C	Cloud and Cloud-Related IT Professional Services
54151S	Information Technology (IT) Professional Services

(2) The Maximum Order value for SIN 611420 Information Technology Training is \$25,000.

(3) The Maximum Order value for SIN NEW Introduction of New Supplies and Services is \$1,000,000.

(4) The Maximum Order value for SIN OLM Order Level Materials is \$100,000.

d. **GOVERNMENT EDUCATIONAL INSTITUTIONS:** Government Educational Institutions are offered the same discounts as all other Government customers.

5. PROMPT PAYMENT TERMS / PAYMENT TERMS

a. No prompt payment discounts are available.

b. Payment terms are Net 30 days from receipt of invoice or completion of acceptance, whichever is later – payment by check or EFT.

c. Dell accepts the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders, provided billing is authorized at the time of shipment. Dell does not offer my additional discount for their use.

d. Dell accepts the Government purchase cards for payments above the micro-purchase threshold per with paragraph 7.d.ii., and provided billing is authorized at the time of shipment. Dell does not offer my additional discount for their use.

e. Advance or pre-payment is not authorized or allowed under this FSS Contract. (31 U.S.C. 3324).

6. FOREIGN ITEMS

The Country of Origin column on the Schedule's Excel price lists the county of origin two digit code. Please refer to the Country of Origin / Warranty Codes section of this AFSSLP for a key to the codes.

7. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

Dell's information technology systems (IT Systems) (e.g., notebooks, desktops, workstations, servers, data storage equipment) comply with the Trade Agreements Act (TAA) as specified in FAR §52.225-5. Dell's IT Systems may include ancillary peripheral items that attach to the IT System (e.g., monitors, mice, keyboards, port replicators). These peripheral items may not comply with the TAA when sold alone, but will take on the TAA designation of the IT System with which the peripheral item is contemporaneously sold. Peripheral items not sold contemporaneously with an IT System will comply with the TAA on their own. Dell also provides replacement/spare parts for its IT Systems (e.g., HDDs, memory, SSDs, processors) that are integrated internally into the IT System. These replacement/spare parts may not comply with the TAA, but will take on the TAA designation of the IT System inside which that replacement/spare part will be integrated.

8. PRODUCT SUBSTITUTIONS

Dell may make product substitutions either to base systems, internal system components, options or external peripherals as long as the substitute item is the same or better technology at the same or lower price. Delivery order modifications will not be required. The invoice will reflect the actual product shipped NOT the product ordered. Notwithstanding the forgoing, if any change would impact (i) any customer software image, (ii) other such requirements such as ESTAR, EPEAT, etc.; or (iii) the order requires non-deviation/form-fit-function (specified at the time of quote request and called out clearly on the Order) product substitutions will not be made without the written approval of the ordering activity. In such instances Dell shall notify the ordering activity and request approval prior to making any such changes. If such changes are not acceptable to the ordering activity and Dell is unable to provide the product as originally quoted/ordered, the termination for convenience provisions of FAR 52.212-4 shall be invoked.

9. DELIVERY SCHEDULE

a. TIME OF DELIVERY. The Contractor shall deliver to CONUS destinations within the number of calendar days after receipt of order (ARO), as set forth below. Offerors shall insert in the "time of Delivery (days ARO)" column in the Schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice, except where commercial Smart Select systems and/or non-Trade Agreement Act compliant products are being delivered. The Contractor shall ship orders to destinations OCONUS within the days ARO times specified below.

SIN	CONUS	OCONUS
532420L	5 – 120*	5 – 120*
34111	5 – 120*/**	5 – 120*
811212	5 – 120*	5 – 120*
51120	5 – 120*	5 – 120*
54151	5 – 120*	5 – 120*
518210C	5 – 120*	5 – 120*
61420	5 – 120*	5 – 120*
54151S	5 – 120*	5 – 120*
NEW	5 – 120*	5 – 120*
OLM	5 – 120*	5 – 120*

*Or as otherwise negotiated between the ordering activity and Dell Marketing L.P.

** Please refer to paragraph 8 in the SIN 33411 Section below for additional delivery options.

i. EXPEDITED DELIVERY TIMES. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested: As negotiated at the time of ordering activity request.

ii. OVERNIGHT AND 2-DAY DELIVERY TIMES. Ordering activities may require overnight or 2-day delivery, which is available within the U.S. only. Dell generally does not build hardware products to inventory; rather, Dell custom configures products as orders are received. Once the product is built, overnight or 2-day delivery is available for an expedite fee that is negotiated at the time of ordering activity request. Dell is

not required to provide, and the paying office shall not require, documentation to substantiate the fee for expedited delivery that Dell and the ordering activity have previously agreed upon.

iii. **INSIDE DELIVERY.** Ordering activities may require inside delivery. Inside delivery is available within the U.S. only. Additional charges, if any will be negotiated at the time of ordering activity request.

b. **URGENT REQUIREMENTS.** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements for an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the Contract.

10. FOB POINT

a. Within the continental U.S (CONUS) and the District of Columbia: Destination (three to five day ground delivery). Hawaii and Alaska: Destination (3rd day air).

b. Outside the U.S. (OCONUS): Deliveries via APO/FPO - Origin (i.e. the CONUS-located APO or FPO).

c. Other deliveries - as agreed between the ordering activity and Dell. Shipping charges will be separately quoted, and agreed upon between the ordering activity and Dell.

11. ORDERING ADDRESS

a. Dell Marketing L.P. / Federal
Round Rock 3 East, MS RR3-63
2300 Greenlawn
Round Rock, TX 78664-7090

Dell's GSA Terms and Conditions, as well as Dell's GSA product and pricing, are available on the Dell Federal Government Home Page at <https://www.delltechnologies.com/en-us/industry/federal/federal-government-it.htm#scroll=off>. On the Federal Home Page is a tool to identify Dell Sales Representatives responsible for individual Federal Agencies. If you know the name of your Sales Representative, address your Internet mail message to: firstname_lastname@dell.com

i. Orders may be placed electronically, by telephone or by mail. There must be a valid Dell quote number in order to place an order (except orders placed through GSA Advantage!) Ordering activities may obtain technical and/or ordering assistance at: Voice (855) 860-9606 / Fax (877) 416-4334.

ii. Dell Marketing L.P. is not currently participating in GSA's Cooperative Purchasing Program. However, at any one time there are approximately 20 MAS contractors who hold Dell GSA Letters of Supply and participate in Cooperative Purchasing. State and local government ordering activities may contact Dell's GSA Schedule Point of Contact listed on the GSA e-Library email the Dell Federal Reseller mailbox at Fed_Reseller_Admin@dell.com for additional information and a current list of Dell Letter of Supply holders.

b. ORDERING PROCEDURES FOR SUPPLIES AND SERVICES

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

i. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

ii. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

c. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES**

Any ordering activity, with respect to any one or more delivery orders placed by it under this Contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4).

d. **PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS**

i. Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this Contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

ii. Open market items shall be clearly labeled on the order as such.

iii. All clauses applicable to items not on the FSS contract must be included in the order.

12. PAYMENT ADDRESSES

Standard Remittance Address:

Dell Marketing L.P.
C/O Dell USA L.P.
P.O. Box 676265
Dallas, TX 75267-6265

Overnight Mail Remittance Address:

Dell Marketing L.P.
C/O Dell USA L.P.
Box 676265
1200 East Campbell Rd, Suite 108
Richardson, TX 75081

Electronic Payment Address

Payee/Company Information

Dell Marketing L.P.
C/O Dell USA L.P.
1 Dell Way Box 8730
Round Rock, TX 78682
Tax ID: 74-2616805

Financial Institution Information

PNC Bank
500 First Avenue
Pittsburgh, PA 15222

Beneficiary Name: Dell Marketing L.P.
c/o Dell USA L.P.

Bank Contact: 800-762-4224

****All Electronic Fund Transfers (EFT) must use the CTX format for the invoice to be processed accurately and timely.**

13. WARRANTY PROVISIONS

a. For the purpose of this Contract, warranties include, in addition to those agreed for the entire schedule Contract:

i. Time of delivery/installation quotations for individual orders;

ii. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which results in orders under this schedule contract.

iii. Any representations and/or warranties made concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above list does not encompass items not currently covered by the FSS Contract.

c. Please refer to the warranty provisions within the SIN-specific sections below.

14 EXPORT PACKAGING CHARGES

Export packing is available. In the event export requires additional packaging beyond Dell's standard commercial packaging, such packaging may require an additional charge. If such a charge is required, it will be separately quoted on an open market basis and will be listed as an open market line item on the Delivery Order.

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15. SECTION 508 COMPLIANCE

General information regarding Section 508 compliance on the supplies and services in this Contract is available in Electronic and Information Technology (EIT) at: <http://www.section508.gov/>

Dell maintains a library of Section 508 Voluntary Product Accessibility Templates (VPATS) detailing how individual products meet the requirements of Section 508. Dell's VPATS, as well as other related information may be found at: <http://www.dell.com/learn/us/en/uscorp1/vpat>. Additional information is also available from your Dell Sales Representative.

16. DUNS AND OTHER STATISTICAL DATA FOR ORDERING ACTIVITY COMPLETION OF SF 279

Data Universal Numbering System (DUNS) Number: **877936518**

Business Size: Large Business

Woman-Owned Small Business: No

Tax Identification Number (TIN): **74-2616805**

Veteran Owned Small Business (VOSB): No

CAGE Code: 3DMD3

17. SYSTEM FOR AWARD MANAGEMENT (SAM)

Dell Marketing L.P.'s SAM registration is current, accurate and complete.

18. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

a. **SECURITY CLEARANCES:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this Contract. As Dell Marketing L.P. does not hold a U.S. Government Facility Security Clearance ("FSC"), in event clearances are required, the Contractor will establish a GSA Contactor Teaming Agreement with its affiliate Dell Federal Systems L.P., which holds a GSA MAS, number GS-35F-0884P). All costs associated with providing individuals who possess the appropriated level of security clearance will be negotiated with the ordering activity on an individual task/delivery order basis.

b. **TRAVEL:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

c. **CERTIFICATIONS, LICENSES AND ACCREDITATIONS:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. **INSURANCE:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. **PERSONNEL:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this Contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. **ORGANIZATIONAL CONFLICTS OF INTEREST:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5, in the event a mitigation plan is unable to be agreed upon between the order activity and the Contractor.

g. **DOCUMENTATION/STANDARDS:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

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h. DATA/DELIVERABLE REQUIREMENTS: Any required data/deliverables at the ordering level will be as specified or negotiated in the ordering activity's order.

i. GOVERNMENT-FURNISHED PROPERTY: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary. Contractor does not maintain a Government approved property management system.

j. AVAILABILITY OF FUNDS: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the Contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer. It is at the Contractor's sole discretion whether to accept an order(s) where funds are not yet available.

19. BLANKET PURCHASE AGREEMENT (BPAs)

Subject to FAR 8.405-3, establishment of BPAs under this FSS Contract to fill repetitive needs for supplies or services is allowable.

20. CONTRACTOR TEAM ARRANGEMENTS

a. Dell participates in contractor team arrangements (CTA), consistent with the GSA guidance at <http://www.gsa.gov/portal/content/200553>. During the solicitation phase of a GSA procurement, where Dell may be bidding as a CTA Team Member with multiple competing Team Leads, contingent upon the ordering activity's approval, a Letter of Intent to Team with each Lead is acceptable in lieu negotiation multiple CTAs, only to have all but one cancelled.

b. Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

21. INSTALLATION, DEINSTALLATION, REINSTALLATION

a. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services.

b. Dell is unable to accept task orders subject to the Davis Bacon Act; compliance may be possible through a CTA where Dell is a Team Member. The ordering activity issuing the task order against this FSS Contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411.

22. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

a. Dell shall, at its own expense, provide and maintain during the entire performance of this FSS Contract, at least the kinds and minimum amounts of insurance required herein.

b. If requested by the ordering activity, before commencing work hereunder, Dell shall notify the Contracting Officer in writing that the required insurance has been obtained, and provide a Certificate of Insurance if so desired. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- i. For such period as the laws of the State in which this Contract is to be performed prescribe; or
- ii. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

23. LIABILITY FOR INJURY OR DAMAGE

Dell shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Contractor's gross negligence; or (2) for fraud.

24. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be directed to Dell.

a. **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

b. **FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, NIST, Gaithersburg, MD 20899, telephone number (301)975-2833.

**TERMS AND CONDITIONS APPLICABLE TO LEASING OF NEW ELECTRONIC EQUIPMENT
(SPECIAL ITEM NUMBER 532420L)²**

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership;
- b. Lease with Option to Own; and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1

1. STATEMENT

a. It is understood by all parties to this Contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR

² Dell proposes additional optional terms and conditions for billings, payments, and/or invoices, consistent with terms and conditions specified in Appendix D Supplemental Leasing Provisions.

52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. LEASING PRICE LIST NOTICE

Contractors must include the following notice in their contract price list for SIN 532420L:
“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.
- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703--3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

- i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
- ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting officer responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based

upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

The following terms and conditions are applicable to any lease awarded under this Contract regardless of type or Option.

1. ORDERING PROCEDURES

a. When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- i. Which product(s) is (are) required.
- ii. The required delivery date.
- iii. The proposed lease plan and term of the lease.
- iv. Where the product will be located.
- v. Description of the intended use of the product.
- vi. Source and type of appropriations to be used.

b. The Contractor will respond with:

- i. Whether the Contractor can provide the required product.
- ii. The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- iii. The monthly payment based on the rate.
- iv. The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- v. A confirmation of the availability of the product on the required delivery date.
- vi. Extent of warranty coverage, if any, of the leased products.
- vii. The length of time the quote is valid.

c. The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the Contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule Contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this Contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the Contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the Contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: For delivery orders placed under this SIN 532420L, whether under Option 1 or Option 2, Dell offers the following lease pricing:

i. Pricing shall be calculated at an interest rate consisting of 400 basis points plus the Treasury constant maturity equal to the original lease term as shown in the Federal Reserve statistical release H.15 as of the preceding date closest to the date of the Lease Quote letter.

ii. For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- i. to purchase the product for the residual value of the product, or
- ii. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:

- i. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
- ii. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if their condition product exceeds normal wear and tear.
- iii. Product will be returned in accordance with the terms of the Contract and in accordance with Contractor instruction.
- iv. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- i. can be removed without causing material damage to the product;
- ii. do not reduce the value of the product; and

- iii. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - i. were not leased from the Contractor, and
 - ii. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the Contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- a. The Government may purchase the equipment provided on a lease or rental basis under this Contract. The contracting officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the Contract, including any extensions.
- b. Except for final payment and transfer of title to the Government, the lease or rental portion of the Contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- c. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the Contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this Contract.

d. The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

OPTIONAL SUPPLEMENTAL LEASE TERMS

Please refer to Appendix D, Optional Supplemental Lease Terms, for additional terms that, if adopted, may decrease the lease rate.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT
(SPECIAL ITEM NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, GSA Advantage! orders, internet orders (via dell.com/federal), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this Contract. If time of delivery extends beyond the expiration date of the Contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. Written orders, GSA Advantage! orders, internet orders, credit card orders or, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB Destination: Prices cover equipment delivery to destinations in the United States, Hawaii, Alaska and the District of Columbia using three to five day ground transportation.

Shipping charges may apply to other OCONUS locations. The Contractor will separately quote OCONUS shipping charges; the agreed upon charges will be included on the delivery order. Contractor's ability to ship a product via APO/FPO is dependent upon the size and weight of the product. Given that product sizes and weights vary with configuration and model, and APO/FPO requirements are subject to change, ordering activities desiring to ship via APO/FPO should contact their Dell Sales Representative to confirm if the product they are interested in purchasing may be shipped via this method. In general, Dell notebook and desktop computers, flat-panel monitors, and software & peripheral products may be shipped via APO/FPO; Dell workstations, servers and data storage products may not be able to be shipped via APO/FPO. Please note that shipping via US Postal Service to an APO/FPO address can take up to 8 weeks to deliver with no tracking available while in route to the destination.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** Ordering activities may install ordered equipment themselves or order this service from Dell at the prices listed in the price list. Generally, ordering activities may install Government (i.e. desktop, notebook and workstation systems, as well third-party software and peripheral items) products and certain enterprise (i.e. server and storage products); more complex enterprise products may require Contractor installation. Any Contractor travel required in the performance of Installation Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

b. **CUSTOM FACTORY INTEGRATION SERVICES.** In addition to services specifically tied to its computer systems (e.g. warranty break fix, installation, asset recovery), Dell offers Custom Factory Intergration Services ("CFI" or "CFS"). These are services directly associated with the IT hardware requested by the customer, that are unique to the customer. Examples of CFI include, but are not limited to customer-specific image loading, non-Dell-standard peripheral/component integration and/or "drop-in-the-box," non-Dell-SKU'd component integration, application of UID/RFID tags, merge center services (e.g. order consolodation), etc. While standard CFI, e.g. an asset tag or a UID tag are on the GSA Price List, customer-unique services are not added (but are available for purchase under the Contract) since only the customer for whom they are for may order them. Customer-specific custom SKUs are developed and exist for the term of the order, then retired. Pricing is negotiated between the ordering activity and Dell, with the Contract discount applied.

c. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive

less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this Contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411.

d. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided, in electronic format, loaded on the equipment being purchased.

5. INSPECTION/ACCEPTANCE AND RETURN POLICY

a. **INSPECTION.** The Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in Contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

b. **ACCEPTANCE.** Except for shipments via APO/FPO, acceptance shall occur on the first day after delivery of the product to the Government. For shipments via APO/FPO, acceptance shall occur on the first day after delivery to the Army or Fleet Post Office (i.e. the FOB point).

c. **RETURNS POLICY.** The Government may return Dell-branded products to Dell up to 30 days from the day they are delivered. **This policy does not apply to certain Dell branded products, as further outlined on the link below.** Please refer to subsection 2.d. of the SINS 511210 and 54151 section of this AFSSPL for the software returns policy. Specific return instructions may be found at:

<http://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-returns>

6. WARRANTY FOR DELL PRODUCT

a. For all products, the Contractor will furnish all maintenance, machine adjustments, repairs and parts at the Government location for a period of three years from the date of shipment. The on-site guarantee covers the base system and any factory installed options offered under this Contract, except consumable items such as notebook batteries, which come with a one year replacement (exchange) service offering. Warranties for other Dell-branded peripheral products, spare parts and customer kits vary. Please refer to the *"How long does this limited hardware warranty last?"* section of Dell's limited warranty which may be found on the link immediately below. Dell reserves the right to replace, as a whole unit, monitors, keyboards and mice if an online technician determines that the unit is defective. Monitors purchased under this Contract are also covered under the base system guarantee. The terms and conditions of Dell's limited three-year warranty are loaded on each Dell system and may be found at:

<http://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties>

In addition, additional warranty terms covering Dell EMC branded products are available on this link. These warranties, as applicable, effective as of the date of this AFSSPL, are included as Appendix E. These are Dell Technologies Inc.'s U.S. warranties applicable to all U.S. Commercial and Public Sector sales (separate warranties are applicable to Consumer sales), and are subject to change from time to time at Dell Technologies Inc.'s sole discretion. As authorized by GSAR 552.212-4(w)(vi), Dell may unilaterally revise commercial supplier agreement terms provided such revisions are not material (as defined in the clause).

If your product fails during the warranty period and the troubleshooting suggestions in the product documentation do not solve the problem, you can receive support by contacting the Contractor via telephone, email or chat. The Support homepage may be found at: <http://www.dell.com/support/home/us/en/555?c=us&l=en&s=biz>

b. Next business day service listed in the price pages applies to the continental U.S., the District of Columbia, and to Alaska, and Hawaii within the specified service locations. OCONUS service requires purchase of warranty uplift options necessary for supporting such locations. Please refer to the Service Contract provided approximately 30 days after product delivery for a complete description of the services available.

c. OCONUS service SLA's, availability and uplift options are available online at:

<http://www.dell.com/learn/us/en/04/fed/oconus-program>

d. Additional warranty support services for critical infrastructure are available for an additional charge, many of which may be location-dependent, including 2 and 4 hour response time, ProSupport and ProSupport Flex. Please contact your Dell Inside Sales Representative, Dell Account Executive, or GSA POC for additional information.

e. All parts replaced during the warranty period shall become the property of the Contractor, unless the ordering activity has procured an additional service such as "Keep Your Own Hard Drive."

f. Prior to the expiration of the warranty period, whenever equipment is shipped for repair or mechanical replacement purposes, the Contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage, and insurance. This warranty shall apply to the replacement machine from the date of its acceptance.

g. When equipment is returned to the Contractor's establishment for repairs, the Contractor shall be responsible for any damage or loss from the time the equipment is removed from the Government installation until the equipment is returned to such installation.

h. This warranty does not apply if damage to the equipment is occasioned by fault or negligence of the Government.

i. Inspection and repair of defective equipment under this warranty will generally be performed at the customer location; however it may be performed at a variety of Contractor or the locations, depending on the type of equipment involved. Specific return instructions will be provided by Customer Care as part of the service call. Return shipment of defective equipment, either repaired or replaced, will generally be made within 7-10 days after receipt, contingent upon parts availability.

j. Software and Peripheral products will be furnished with the standard warranty offered by the manufacturer.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the price for the end-item IT system in effect at the time of ordering activity order placement (i.e. the price quoted by Dell) or the price that is in effect at the time the order is entered into Dell's Order Management System, whichever is less. In the event the end-item IT system purchase price is lower than the price in effect at the time of order placement (i.e. the Delivery Order price is higher than the current price), the order will be entered and upon shipment, invoiced at the lower price. The Government is responsible for de-obligation of excess funds remaining on the Delivery Order. If the Delivery Order price at the time of order entry is higher than the price at the time of order placement, the lower price shall be honored. This provision applies to SIN 33411 hardware products only.

8. ACCELERATED DELIVERY OPTIONS

In addition to the normal accelerated delivery options discussed in paragraph 6 of the Information for Ordering Activities section of this AFSSPL, Dell offers two programs, Readyship and Delivery on Demand. A nominal

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additional fee to cover Dell's cost in warehousing may be charged for both the service, currently as an "open market" charge, subject to negotiation between the ordering activity and Dell, which will be disclosed at the time of quote.

a. **READYSHIP.** Dell's ReadyShip service provides a rapid deployment (shortened SLA) process for a steady volume of Eligible Products (defined below). The service is available on certain system models and configurations at Dell's sole discretion and approval, which are subject to change. Currently, eligible products include selected, standard configurations of Dell PowerEdge, Dell PowerVault, Dell PowerConnect, Dell OptiPlex, and Dell Latitude systems. Dell will build and stock quantities of products based on the customer's forecast demand. The products will be warehoused at a Dell contractor facility until the customer submits a purchase order, at which time eligible products ordered will be shipped.

b. **DELIVERY ON DEMAND.** Dell's Delivery on Demand service offers customers a convenient and efficient way to manage fluctuating volume of orders from its buyers by keeping a supply of preconfigured, prebuilt systems in an off-site warehouse and managing such inventory to meet demands. The service is available on certain system models and configurations at Dell's sole discretion and approval, which are subject to change. Currently, selected, standard configurations of Dell PowerEdge, Dell PowerVault, Dell PowerConnect, Dell OptiPlex, and Dell Latitude systems are available under the program. Dell will build and stock quantities of Eligible Products based on customer purchase orders of eligible products. If the customer's purchase order contains varied shipment quantities to multiple ship-to locations, Dell may break down the purchase order into separate orders in its ordering system according to the ship-to locations. The products will be warehoused at a Dell contractor's facility until Customer submits a notice of shipment, requesting shipment. After Dell receives and accepts the shipment notification, the products released will be shipped.

9. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all applicable laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

10. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the FAR, the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

11. REPAIR PARTS/SPARE PARTS PROVISIONS

All parts, furnished as spares or as repair parts in connection with repair of equipment, shall be new or like new (tested equivalent to new) parts manufactured by the equipment manufacturer.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR
REPAIR PARTS / SPARE PARTS
(SPECIAL ITEM NUMBER 811212)**

I. REPAIR SERVICE – PRODUCTS NO LONGER UNDER WARRANTY

1. SERVICE AREAS

a. Given the wide range types, sizes and complexity of product available under this Contract, return to depot repair is only available for selected client products. Please contact Dell Technical Support for additional information.

b. For most Dell-branded products, repair of defective equipment is performed at the end-user location. Specific return instructions will be provided by Customer Care and/or Technical Support. To obtain a repair quote and/or purchase repair services, contact Technical Support to set up a repair service. Enter the product's service tag-number at t: <http://www.dell.com/support/home/us/en/04?c=us&l=en&s=bsd> and follow the prompts.

2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this Contract. Orders for repair service shall not extend beyond the end of the Contract period. Customer kits (other than monitors, keyboards and mice) sold as items to be installed into or with a Dell system are considered to be part of that system.

3. LOSS OR DAMAGE

When the Government sends equipment to the Contractor's establishment for repairs, the Government shall be responsible for any damage or loss from the time the equipment is shipped from the Government location until it is received by the Contractor. The Contractor shall be responsible for any damage or loss from the time the equipment is shipped from the Contractor's location until it is received at the Government installation.

4. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the Contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule. Repair Parts are generally available up to 5 years from the date of the product EOL (End of Life).

b. Equipment placed under maintenance service shall be in good operating condition.

- i. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- ii. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- iii. If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this Contract).

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the ordering activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

6. RESPONSIBILITIES OF THE CONTRACTOR

- a. The Contractor shall always be responsive to the Government's repair service needs. The Contractor shall perform all repair services which are ordered by the Government during the Contract term.
- b. If products are returned to the Contractor for repair, the turnaround time of the repaired product is 7 - 10 days after receipt of the equipment at the Contractor's repair service facility, contingent upon parts availability.
- c. Only new and tested equivalent to new standard parts shall be used in effecting repairs. Parts which have been replaced shall remain the property of the Contractor. Notwithstanding the forgoing, non-volatile memory components shall be retained by the Government.

7. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service be computed on a per incident charge that will vary, based upon the type of system being repaired. Parts will be billed separately. De-installation, relocation and re-installation are available under Special Item Number 33411. Contact Dell Support further information at:

<http://www.dell.com/support/home/us/en/04?c=us&l=en&s=bsd>

- b. **TRAVEL OR TRANSPORTATION AT THE CONTRACTORS SHOP**
 - i. When equipment is returned to the Contractor's shop for adjustment or repairs which are not covered by the guarantee provision, Ordering Activity agrees to pay any travel expenses in accordance with FTR/JTR, as applicable, Ordering Activity shall only be liable for such travel expenses as approved as by Ordering Activity and funded under the applicable ordering document.
 - ii. The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without its prior consultation and instruction.
- c. **LABOR RATES.** The repair service rates agreed upon between the ordering activity and the Contractor shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at, or as otherwise mutually agreed by the Government and the Contractor

8. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spare parts, or as repair parts in connection with repair of equipment either by the Contractor or the end-user, shall be new or like new (tested equivalent to new) parts manufactured by the equipment manufacturer. All parts shall be furnished at prices discounted 15% (exclusive of IFF) from the Contractor's commercial price list and are not required to be individually listed on the Contractor's AFSSPL. Repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this AFSSPL, such scope including equipment types/models that have been replaced by follow-on products are no longer available for sale.

9. GUARANTEE REPAIR SERVICE AND REPAIR/SPARE PARTS

- a. **Repair Service.** All repair work will be guaranteed for a period of ninety (90) calendar days.
- b. **Repair/Spare Parts.** All parts, furnished either as spares or repair parts in connection with repair of equipment, will be unconditionally guaranteed for the longer of 1) ninety (90) days or 2) the remainder of the Dell system warranty in the system in which the parts are being installed.

10. INVOICES AND PAYMENTS

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of the work. Payment under blanket purchase orders for repair parts will be made monthly except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity ordering services under the Contract. The cost of repair parts shall be shown as a separate item on the invoice.

II. ENHANCED REPAIR SERVICE / MAINTENANCE OF EQUIPMENT UNDER CONTRACTOR WARRANTY

Dell products sold under this FSS Contract include the standard Dell commercial warranty set forth in paragraph 6. Warranty for Dell Product, of SIN 33411 section above. For an additional charge, Dell offers a wide variety of enhanced warranty and maintenance provisions, tailorable to the needs of the ordering activity and the end-user (e.g. 2 hour service, system health monitoring). These services are sold under general marketing moniker of "ProSupport" and "ProSupport Plus." The ProSupport offerings vary considerably based upon system location, complexity and the response time needs of the ordering activity and end-user. Please refer to <https://pilot.search.dell.com/prosupport> or contact your Dell Sales Representative for additional information. Also please note that some of Dell's ProSupport or ProSupport Plus offerings may not be available for certain end-users, and-or in certain global regions, given stringent Government security and data protection requirement.

III. AFTER POINT OF SALE WARRANTY (APOS)

In addition to the repair and maintenance services discussed in section I above, APOS warranty is available for products sold under this FSS Contract, after the warranty included with the initial system purchase has expired. Pricing for, and availability of, APOS warranty varies depending on system type, warranty lapse time (drives the warranty reinstatement price), desired warranty term, age of system, etc. Please refer to <https://www.dell.com/en-us/collaterals/unauth/brochures/services/apos-leave-behind-bdm.pdf> or your Dell APOS Sales Representative for additional information.

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)
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0. DEFINITIONS

a. Term Licenses. The word "Term" is defined in this FSS Contract as "a limited period of time." Term Software Licenses have a limited duration and are not owned in perpetuity. Unless the Contract provides an option for converting Term licenses into perpetual licenses, end users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services.

b. Perpetual Licenses. The word "perpetual" is defined in this Contracts as "continuing forever, everlasting, valid for all time."

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender those items that conform to the requirements of this Contract. Acceptance shall occur on the day of proof of delivery of the product to the ordering activity.

2. GUARANTEE/WARRANTY/RETURNS POLICY

a. WARRANTY/LICENSE

i. Dell Software. This subparagraph covers all software that is distributed with the Dell product, for which there is no separate license agreement between the buyer and the manufacturer or owner of the software. Included as Appendix A is the GSA- approved Dell Enterprise License Agreement ("ELA"). The ELA covers Dell-branded software (as listed on Exhibit A thereto) and is normalized to eliminate conflicts with U.S. law as set forth on Exhibit B thereto.

ii. Third-party software products.

(1) Dell does not warrant third-party software products. Any warranty provided on third-party software is provided by the publisher or original manufacturer and may vary from product to product. All software furnished pursuant to the terms of this Contract will be unconditionally guaranteed for defects in the media the software is provided on for a period of one (1) year, beginning on the first day of acceptance.

(2) License Agreement. All software, including Microsoft software, is provided subject to the license agreement provided with the software, either pre-loading on the system or as part of the software package. Ordering activity acknowledges that there may be agrees that it will be bound by the license agreement. No software will be available under the Contract unless the EULA has been approved by GSA. Notwithstanding the forgoing, the terms of GSAR

c. LIMITATION OF LIABILITY. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensors's gross negligence; or (2) for fraud.

d. SOFTWARE RETURNS POLICY. Software may not be returned at any time, unless the software being returned is:

- i. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
- ii. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions. Specific return instructions may be found at:

3. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):
- i. Software Maintenance as a Product (SIN 511210). Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics. Software Maintenance as a product is billed at the time of purchase.
 - ii. Software Maintenance as a Service (SIN 54151). Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.
- b. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). Prompt payment discount, if applicable, shall be shown on the invoice.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a point of contact the purpose of which is to provide user assistance and guidance in the implementation of the operating system software for the first 30 days from the date of acceptance. User assistance may be provided by Dell or the software manufacturer. Assistance is available through Dell Technical Support; the Technical Support telephone numbers may vary by product type and are available online (as is support via chat and email) on the "Call Technical Support" page at: <http://www.dell.com/support/home/us/en/04?c=us&l=en&s=bsd>

On that site, click on the "Telephone" button, you will then be asked for your Dell Service Tag, after which the appropriate telephone number will be provided. Assistance is available from 6:00 a.m. Central Time to 9:00 p.m. Central Time, Monday through Friday, and 8:00 a.m. Central Time to 4:00 p.m. Central Time, Saturday, Contractor's scheduled holidays; and may be available 24x7 depending on system type. Application software support can be purchased optionally from the software manufacturer.

5. PERIODS OF SOFTWARE LICENSES

- a. The Contractor shall honor orders for periods for the duration of the Contract period or a lesser period of time.
- b. Term Licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the Contract period, or at the end of the Contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the Contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule Contract for a period up to the expiration of the Contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- ii. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- iii. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- iv. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- v. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule Contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES
(SPECIAL ITEM NUMBER 518210C)**

NOTE: If procuring related IT Professional Services over and above initial onboarding and training, please reference the SIN 54151S Section below.

1. SCOPE

The prices, terms and conditions stated under Special Item Number 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other FSS Contract SINs (e.g. 54151S).

This Contract offers all sub-categories in scope for this SIN: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). See service model guidance below for advice on sub-category selection. Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST. Table 1 is representation of the scope and sub-categories.

2. GUARANTEE/WARRANTY

a. Warranty/License for third-party software products.

- i. Dell does not warrant third-party software products. Any warranty provided on third-party software is provided by the publisher or original manufacturer and may vary from product to product. All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the media on which the software is provided for a period of one (1) year, beginning on the first day of acceptance.
- ii. License Agreement. All software, including Microsoft software, is provided subject to the license agreement provided with the software, either pre-loaded on the system or as part of the software package. Ordering Office agrees that it will be bound by the license agreement.

b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

c. Return Policy. The ordering activity may return products to Dell up to 30 days from the day they are delivered. To return products, you must call Dell Customer Service (800) 284-1200 to receive a Credit Return Authorization Number. You must ship the products to Dell in their original packaging or equivalent, prepay the shipping charges, and you must insure the shipment or accept the risk of loss or damage during shipment. Software is returnable only if the sealed package containing the diskettes is unopened. Returned products must be in as new condition, and all of the manuals, diskettes, power cords and other items included with a product must be returned with it.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ³
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

3. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

a. Cloud computing services available under the Contract consist of the following Microsoft products:

- Office 365 Microsoft Azure (Service Model: IaaS and PaaS/Deployment Model: Public Cloud and Government Community Cloud)
- Dynamics CRM Online (Service Model: SaaS/Deployment Model: Public Cloud and Government Community Cloud)
- Microsoft Intune (Service Model: SaaS/Deployment Model: Public Cloud)

i. Cloud services pricing is set forth in Appendix A.

ii. Mapping of Microsoft Cloud Properties to NIST Cloud Characteristics is set forth in Table 3 below.

b. Information technology hardware products necessary for a cloud implementation, if any, are available under Dell Marketing L.P.'s GSA Schedule 70 (GS-35F-059DA), through a GSA CTA. Dell Marketing L.P. is an affiliate of Dell Federal Systems L.P. Professional services are available under SIN 54151S of this Contract.

4. RESPONSIBILITIES OF THE CONTRACTOR. The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

³ Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities. The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability. In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating its unique cloud computing services requirements. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc. Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.⁴ The Contractor must be capable of meeting at least the minimum security requirements assigned against a low- impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.
- iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.
- iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.⁵

⁴ Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems")

⁵ MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

- v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

Any cost, performance or availability reporting should be clearly identified as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122⁶ and OMB memos M- 06-16⁷ and M-07-16⁸. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

⁶NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

⁷ OMB memo M-06-16: Protection of Sensitive Agency Information <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

⁸ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

6. GUIDANCE FOR CONTRACTORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will **not** be considered in the scope of this SIN or accepted

in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting services for listing under this SIN are encouraged to select a sub- category for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.

a. NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 2: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	- Ordering activities can directly provision services without requiring Contractor intervention. - This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on- demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: - Ordering activities must specify their procurement approach and requirements for on-demand service. - Contractors must propose how they intend to meet the approach . - Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	- Ordering activities are able to access services over standard agency networks. - Service can be accessed provisioned using standard devices standard devices such as browsers, tablets and mobile phones	- Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service. - Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	- Pooling distinguishes cloud services from offsite hosting - Ordering activities draw resources from a common pool maintained by the Contractor - Resources may have general characteristics such as regional location	- The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them . - Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement. - Similar concerns apply to software and platform models; automated provisioning from a pool is required - Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.

Measured Service	Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	- Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. - Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured. - Contractors must specify that measured service is available and the general sort of metrics and mechanisms available - The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
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Inheriting Essential Characteristics

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

Table 3: Mapping of Microsoft Cloud Properties to NIST Cloud Characteristics

Service	Mapping
Office 365	• On-demand self-service: Office 365 end users and administrators can unilaterally provision computing capabilities without requiring human interaction with Office 365 operational staff. • Broad network access: Office 365 is accessible over data networks and the public Internet and is accessible through standard mechanisms that promote use by heterogeneous thin or thick clients, to include mobile phones, tablets, laptops and workstations. • Resource pooling: Office 365 is a “multi-tenant” service, in which the computing resources are pooled to serve multiple customers, with different physical and virtual resources dynamically assigned and reassigned according to customer demand. The location of Office 365 resources such as storage, processing, memory and network are generally not known to the end user and do not affect the performance experienced by the end user. Government administrators of Office 365 tenants can specify data center locations but the specification of those locations do not impact the experience of the end user. • Rapid elasticity: Office 365 capabilities can be elastically provisioned and released automatically, to scale rapidly outward and inward commensurate with demand. To the end user, the capabilities available for provisioning appear to be unlimited and can be appropriated in any quantity at any time (subject to all relevant government acquisition regulations and governing law). • Measured service: Office 365 measures end user and organizational consumption across a number of meters relevant to Office 365 functionality, including but not limited to storage allocated to documents and email and functionality such as Unified Communications and client side software installation. Office 365 has multiple levels of costs based on usage.
Microsoft Azure (Service Model: IaaS and PaaS / Deployment Model: Public Cloud and Government Community Cloud)	• On-demand self-service: Azure tenant administrators can unilaterally provision computing capabilities such as server time, storage, network bandwidth and other computing capabilities, automatically without requiring human interaction. • Broad network access: Azure capabilities are available over the network and accessed through standard mechanisms via heterogeneous thin or thick client platforms such as mobile phones, tablets, laptops and workstations. • Resource pooling: The computing resources underlying Azure are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. Customers generally have no control or knowledge over the exact location of the provided resources but are able to specify location at a higher level of abstraction, such as region within the United States. • Rapid elasticity: Azure capabilities can be elastically provisioned and released automatically to scale rapidly outward and inward commensurate with demand. To the consumer, the Azure capabilities available for provisioning appear unlimited and can be appropriated in any quantity at any time. • Measured service: Azure automatically controls and optimizes resource use by leveraging a metering capability at an appropriate level of abstraction for the type of service, including storage, processing, bandwidth and active user accounts. Resource usage is monitored, controlled and reported via the Azure Portal as well as various Application Program Interfaces (APIs) available to consumers of Azure.

Dynamics CRM Online (Service Model: SaaS/Deployment Model: Public Cloud and Government Community Cloud)	• On-demand self-service: Dynamics CRM Online end users and administrators can unilaterally provision computing capabilities without requiring human interaction with Dynamics CRM Online operational staff. • Broad network access: Dynamics CRM Online is accessible over data networks and the public Internet and is accessible through standard mechanisms that promote use by heterogeneous thin or thick clients, to include mobile phones, tablets, laptops and workstations. • Resource pooling: Dynamics CRM Online is a “multi-tenant” service, in which the computing resources are pooled to serve multiple customers, with different physical and virtual resources dynamically assigned and reassigned according to customer demand. The location of Dynamics CRM Online resources such as storage, processing, memory and network are generally not known to the end user and do not affect the performance experienced by the end user. • Rapid elasticity: Dynamics CRM Online capabilities can be elastically provisioned and released automatically, to scale rapidly outward and inward commensurate with demand. To the end user, the capabilities available for provisioning appear to be unlimited and can be appropriated in any quantity at any time (subject to all relevant government acquisition regulations and governing law). • Measured service: Dynamics CRM Online measures end user and organizational consumption across a number of meters relevant to Dynamics CRM Online functionality, including but not limited to storage and functionality of features. Usage of Dynamics CRM
Microsoft Intune (Service Model: SaaS/Deployment Model: Public Cloud)	• On-demand self-service: Microsoft Intune is a cloud based mobile device management service operated by Microsoft. Users of Intune can unilaterally provision mobile device management (MDM) and mobile application management from a variety of client devices running Windows, iOS and Android while Intune subscription administrators can control the applications and devices managed by Intune without human intervention. • Broad network access: Microsoft Intune is accessible over the public Internet and can be accessed by heterogeneous thin or thick client platforms like phones, tablets, laptops and workstations via standard mechanisms. • Resource pooling: Microsoft Intune resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to customer demand. • Rapid elasticity: Microsoft Intune capabilities can be elastically provisioned and released automatically to scale rapidly outward and inward commensurate with demand. • Measured service: Microsoft Intune automatically controls and optimizes resource use by leveraging metering capabilities at a level of abstraction appropriate for mobile device and mobile application management. Microsoft Intune consumers, in particular the Intune subscription administrators, can view, monitor and control resource usage via an online portal.

b. NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof), that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN. However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- 1) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- 2) **Primary Focus of the Service.** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, and SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- 3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- 4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS Service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 4 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. • A complete platform can deploy an entire application. Complete platforms can be proprietary or open source • Partial platforms can deploy a component of an application which combined with other components make up the entire deployment • PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service • The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. • A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: • A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, • a Windows .Net platform ready to deploy a .Net application, • A custom complete platform ready to develop and deploy an customer application in a proprietary language • A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: • A database service ready to deploy a customer's tables, views and procedures • A queuing service ready to deploy a customer's message definitions • A security service ready to deploy a customer's constraints and target • applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: • They are software services, which offer significant core functionality out of the box • They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.
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Software as a Service (SaaS)	Select a SaaS model for service based equivalents of software applications. • SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting • The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose. Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.
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c. Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 5 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING
(SPECIAL ITEM NUMBER 611420)**

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location or via an online medium, as agreed to by the Contractor and the ordering activity.

2. ORDER

A written order, GSA Advantage!, credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this Contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact Contractor's instructor(s) for refresher assistance and answers to related course curriculum questions.

6. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to the students, or damage to Government property arising from Contractor-provided classroom training, unless such injury or damage is due to the fault or negligence of the Contractor.

7. PURCHASE PRICE FOR TRAINING

a. The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

b. Any Contractor travel required in the performance of Classroom Training must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

8. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

9. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

i. The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

ii. The length of the course;

iii. Mandatory and desirable prerequisites for student enrollment;

iv. The minimum and maximum number of students per class;

v. The locations where the course is offered;

vi. Class schedules; and

vii. Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

10. "NO CHARGE" TRAINING

From time to time, the Contractor may offer training associated with equipment and/or software provided under this Contract, free of charge. Please contact your Dell Sales Representative or Account Executive for additional information.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
- c. Availability of IT Professional Services in certain OCONUS locations may vary. Ordering activities are encouraged to check availability with Contractor Services Sales Representatives.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the Contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the Contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this Contract. Blanket Purchase Agreements shall not extend beyond the end of the Contract period; all services and delivery shall be made and the Contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (April 1984) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the Contract. In the event of conflict between a task order and the Contract, the Contract will take precedence. In the event of a conflict between the terms of the task order and a Service Agreement (as defined in section 3.c below) the Contract will take precedence.
- c. Task order services will be described in one or more of the following: (i) "Service Descriptions" as generally described in this SIN 54151S and available at:

<http://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-service-contracts>

The Statement of Work includes, for example:

- Dell's responsibilities
- The Government's responsibilities
- The specific conditions (Completion Criteria), if any, that Dell is required to meet to fulfill its obligations
- A performance period for Services and an estimated schedule for planning purposes
- Applicable charges (not including taxes) and any other terms
- Resumes shall be provided by Dell upon request.
- Services Agreement similar to those found at the URL in 3.c above.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
- e. Technical personnel shall remain under the supervision, management, and control of Dell, which shall include their assignment and evaluation. The tasks on which assigned personnel assist shall remain the responsibility of the Government. Therefore, Dell does not guarantee that the Government's task will be accomplished under this Contract, only that assistance shall be provided. No estimate made by Dell of the assistance to be provided to the ordering activity is guaranteed to any extent or in any way.
- f. Support Services may be performed by both Dell personnel and subcontracted non-Dell personnel. Dell will provide Support Service personnel with the necessary technical skills.
- g. "Third Party Products" means any third-party hardware, services or software. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if Dell or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). **DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.** Except as agreed to in writing between the ordering activity and Dell, Third Party Products shall be exclusively subject to terms and conditions between the third party and the ordering activity. Dell shall have no liability for Third Party Products and the ordering activity shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products. Except as otherwise specifically agreed to in a Service Agreement, the ordering activity authorizes Dell (or otherwise obtains the rights for Dell) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. The ordering activity warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to give Dell and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - i. Cancel the stop-work order; or

- ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this Contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly, if -
 - i. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - ii. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order, as provided for in FAR 52.242-15.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this Contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this Contract. Contractor's ISO 9001:2015 (expiration date January 24, 2023) certification constitutes an inspection system that is acceptable to the Government.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all applicable laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

8. PROPRIETARY RIGHTS

- a. Except as otherwise specifically agreed to in a task order/Service Agreement, Dell will retain exclusive ownership in all Deliverables created by Dell hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by Dell thereunder. Dell grants the ordering activity a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely ordering activity's internal use. "Deliverables" means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by Dell or its subcontractors in the course of performing the Services.
- b. Notwithstanding the provisions of section 8.a above, right, title and interest in all Deliverables shall vest in the ordering activity in accordance with FAR 52.227-14 Rights in Data – General, where such Deliverables are specifically identified by a separately priced CLIN on the task order or delivery order as deliverable data or restricted computer software. Ordering activity rights in data and restricted computer software not separately called out under a Delivery Order CLIN, if any, shall be in accordance with section 8.a above.
- c. Tools & Software. Dell will retain all intellectual property rights with respect to the processes, tools and software related to the Services. Any use by ordering activity, including the execution, reverse engineering, de-compilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by Dell during the term of Services is prohibited.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

b. It is the ordering activity's responsibility to backup data on its systems. CONTRACTOR IS NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY OF THE ORDERING ACTIVITY'S COMPUTER OR NETWORK SYSTEMS. The ordering activity acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) subject to security regulations, ordering activity providing access to its personnel, facilities, equipment, hardware, software, network and information and (ii) ordering activity's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Ordering Activity will promptly obtain and provide to Contractor any required consents necessary for Contractor's performance of the Services described in the applicable Service Description, SOW or Technical Specification Form.

c. Order activity agrees that any information or data disclosed or sent to Contractor, over the telephone, electronically or otherwise, is not confidential or proprietary to ordering activity, unless disclosed pursuant to a mutual non-disclosure agreement executed by the Parties.

d. Some Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else, other than the manufacturer or its authorized representative, works on the hardware or software. DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.

10. EXPORT; REGULATORY REQUIREMENTS

a. Export. The ordering activity warrants that any software provided by the ordering activity and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without an export license, or if such a license is required, the software is eligible for export under Bureau of Export Administration export license exception GOV.

b. Regulatory Requirements. Dell shall not be under any obligation to perform any Service Description, SOW or Technical Specification Form or to install any Third Party Products as part of the Services or proceed with Services if such Third Party Products, or the resulting software, do not satisfy the local regulatory requirements of the country to which the Products are to be shipped.

11. INDEMNIFICATION

Dell shall defend, indemnify and hold harmless ordering activity from any third-party claim or action that the Services or any Deliverables (excluding Third-Party Products) prepared or produced by Dell and delivered pursuant to the Service Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services or Deliverables are sold to ordering activity by Dell ("Indemnified Claims "). In addition, if Dell receives notice of a claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its option, (A) obtain a right for ordering activity to continue using such Service or Deliverable; (B) modify such Service or Deliverable to make it non-infringing; (C) replace such Service or Deliverable with a non-infringing equivalent; or (D) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated refund for the allegedly infringing Deliverable. Notwithstanding the foregoing, Dell shall have no obligation under this Section for any claim resulting or arising from (A) Ordering activity's modifications of the Service or Deliverable that were not approved by Dell; (B) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (C) Dell's compliance with Ordering activity's written specifications or directions, including the incorporation of any software or other materials or process provided by or requested by Ordering activity. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

12. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this Contract shall be as an independent contractor, and not as an agent or employee of the ordering activity.

13. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this Contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing Contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

14. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month. Such invoices may include generic, dollar value denominational skus – as listed on the applicable hardware/services GSA price list – to facilitate ease of invoicing. The value of the denominational skus shall tie back to the task order/Service Agreement pricing.

15. PAYMENTS

a. Charges will be invoiced monthly for services rendered. The ordering activity on individual orders may authorize progress payments. Progress payments shall be based upon completion of defined milestones.

b. For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission and within thirty (30) days of receipt of proper invoices or vouchers, the prices stipulated in this Contract for services rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at GSAR 552.212-4 (OCT 2018) (ALTERNATE I – JAN 2017) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this Contract. For time-and-materials/labor-hour orders applicable under FAR 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- i. The ordering activity contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- ii. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

c. If the Services are being performed on a time and materials or labor hour basis, any estimates provided by Dell are for planning purposes only.

16. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request. Please note that during the proposal phase of task order procurement, given the uncertainty of awardee and Contractor labor resource utilization requirements, sample resumes may be submitted. Upon award resumes of the individual(s) who will perform the service(s) will be provided to the ordering activity upon request.

17. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this Contract, and will be considered a non-schedule item for purposes of including the cost on the delivery order. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

18. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's contracting officer, written consent before placing any subcontract for furnishing any of the work called for in a task order, which consent will not be unreasonably withheld.

19. WARRANTY FOR DELL SERVICES

a. **Limited Warranty.** DELL WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, DELL (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "DELL PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE DELL PARTIES MAY MAKE.

b. **Limitation of Liability.** NEITHER THE DELL PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELL. WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. THE DELL PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY CLAIM OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THIS MSA SHALL NOT EXCEED THE TOTAL AMOUNT PAID UNDER THE ORDER BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's gross negligence; or (2) for fraud.

c. **High-Risk Application Disclaimer.** The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems,

life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High-Risk Activities**"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

20. SUPPORT SERVICES

Except as stated below, when Services consist of repair of Dell systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component covered by this Agreement. Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included. Unless otherwise provided in the Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of: (i) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) the moving of the system from one geographic location to another or from one entity to another.

21. AVAILABLE IT PROFESSIONAL SERVICES

a. Dell Services leverages expertise in a wide range of IT services solutions, including but not limited to project management, infrastructure design, application development, and storage architecture to deliver end-to-end technology solutions addressing the government's critical information technology needs. These solutions help solve critical IT challenges, maximize the value of information technology investments, and create an efficient, effective and scalable enterprise, while minimizing expense and complexity.

b. Descriptions of Dell Services that are also generally available to Schedule 70 users are detailed on the link below. Additional information is available from your Dell Services Account Executive or Sales Representative. Certain hourly rate services are available through GSA teaming with Dell Federal Systems L.P.'s Schedule, GS-35F-0884P ("DFSLP") as well as cleared personnel, and selectively as open market items consistent with ordering activity regulations.

<https://www.dell EMC.com/en-us/industry/federal/federal-government-it.htm#>

Service practice areas include:

- Support Services
- Application Modernization
- Application Services
- Business Process Outsourcing
- Cloud-Based Services (see SIN 518210C)
- Deployment Services
- Information Security Services
- Financing & Leasing
- IT Consulting
- Managed Services
- Training Services

22. PRICING

Dell Services offerings under this Contract are available only on a fixed price basis. Services are available on a time and materials or labor hour basis through a GSA CTA with DFSLP. Please contact your Dell Services Account Executive for additional information on pricing.

**TERMS AND CONDITIONS APPLICABLE TO INTRODUCTION OF NEW SUPPLIES AND NEW SERVICES
(SPECIAL ITEM NUMBER NEW)**

I. PC AS A SERVICE. SIN NEW Section I outlines the common service features for PC as a Service (“PCaaS” or the “Service(s)”), which is comprised of a combination of hardware, software and services (both close-to-the-box and professional) aggregated into a financing solution which provides a single price per seat per month. Dell’s PCaaS Solution has a flexible structure that allows customers to tailor the right type of hardware, software and level of services to their environment. In addition to giving ordering activities end-users flexibility in choosing hardware, software and services, PCaaS will provide optional flexible financing between Dell Financial Services and the ordering activity, through SIN 532420L of this FSS Contract.

1. SCOPE

a. The prices, terms and conditions stated under SIN NEW Introduction of New Supplies and New Services apply to Dell’s PC-as-a-Service (“PCaaS”) offering, within the scope of this Information Technology Schedule.

b. For PCaaS, Dell shall provide Services at the ordering activity location or other locations as set forth in the Task Order.

c. Availability of PCaaS at OCONUS locations may vary significantly. Ordering activities are encouraged to check availability with Dell’s PCaaS Sales Representatives.

2. END USER OPTIONS

a. Systems currently available for PCaaS under the Contract are Dell’s Government-wide Strategic Solutions (“GSS”) configurations. The GSS solutions, consisting of Latitude notebooks, OptiPlex desktops and Precision workstations, are available on *GSA Advantage* at the link below:

<https://www.gsaadvantage.gov/advantage/s/search.do?q=0:2Dell+GSS+V3&db=0&searchType=0>

b. At a minimum, a PCaaS solution must include a minimum of 100 systems, **plus** one level of co-terminus support **plus** one additional service (i.e. Basic Deploy, ProDeploy, ProDeploy Plus, Asset Recovery **OR** Service Delivery Manager), all of which are available on this Contract.⁹ Services descriptions are available under their applicable SIN sections of this AFSSPL.

Configuration (minimum 100 units)	Co-terminus Support (choose one)	Services (choose at least one)
OptiPlex	Basic Support	Basic Deployment
Latitude	ProSupport	ProDeploy
Precision	ProSupport Plus	ProDeploy Plus
XPS		Asset Recovery
		Services Delivery Manager

3. SERVICE DESCRIPTIONS. The PCaaS service suite consists of a collection of PC lifecycle services, which address deployment, support, management and asset recovery, as selected by the ordering activity. These services will have unique associated service descriptions that are set forth on www.dell.com/servicecontracts/global¹⁰. Ordering activities have the option to select the right level of these services to best match end-user lifecycle needs. Some of the Service options may require the execution of a SOW that will provide additional detail associated with the delivery of a specific service.

⁹ A PCaaS solution that does not include these minimum requirements will be considered a lease under SIN 532420L.

¹⁰ These, as well as all other Dell online service agreements and warranties are “Commercial Supplier Agreements.”

4. SOLUTION PRICING

a. Similar to SIN 54151S Information Technology 54151S Information Technology Professional Services, it is expected that many PCaaS Task Orders will be unique, given each end-user mission is unique. Dell has developed a standard PCaaS Solution offering, consisting of the Dell GSS solution, software, tied/professional/managed services, at a single per “seat” price, for a specific term. All of the components of the PCaaS Solution are available on the Contract under its applicable SIN. These standard offerings are included in Appendix C to this AFSSPL. PCaaS solutions other than those in Appendix C may be available, and if so, will be provided upon request, consistent with this AFSSPL.

b. Appendix C.1 pricing and products are updated on a quarterly basis, consistent with the Contract’s EPA, price reduction, and product/services update provisions. Please refer to Appendix E, Optional Supplemental PCaaS Terms, for additional optional provisions that, if adopted, may impact the usage rate.

5. PCaaS ORDERING / MINIMUM REQUIREMENTS

a. The ordering activity Task Order will include the name of the Service(s) and available service options purchased. The Task Order describes all of the respective obligations and responsibilities of Dell and the ordering activity related to the Service and any other applicable services. Additional assistance is available from the Dell PCaaS sales representative or Account Executive assigned to the ordering activity.

b. The ordering activity will be required to include a minimum level of deployment, support, Services Delivery Manager and asset recovery services. These minimum levels will enable Dell to simplify the refresh process as well as an enhanced asset tracking knowledge to facilitate support and retrieval of those assets. The minimum levels of deployment, support, Services Delivery Manager and asset recovery services vary by hardware product. The Dell PCaaS Sales Representative will provide additional information upon request.

c. Unit Minimum. Ordering activities will be subject to two separate unit minimum requirements: 1) as stated in subparagraph 2.b above, ordering activities must purchase PCaaS to cover the mandatory minimum services for at least one hundred (100) units, when all ordering activities systems that would be entitled to PCaaS are aggregated together throughout the end-user’s enterprise-wide environment; and 2) each ordering activity request to deploy new systems or retrieve end of term / flex down early termination, including asset recovery services, as applicable, must have at least twenty (20) units. If ordering activity falls below either unit minimum threshold, Dell may elect to waive enforcement of this term in order to allow the ordering activity to restore its unit minimum(s), but such waiver does not prohibit Dell from enforcing these unit minimum requirements at any future date.

i. System quantity increase and decrease flexibility (5%, 10% and 15%) is available after the mid-point of the task order is available.¹¹ Installed system upgrades are available in a similar manner. Then-current offer particulars are available from your PCaaS Sales Representative.

d. Term. Offered PCaaS Solution terms are 36 or 48 months. Alternate terms are available upon mutual agreement of the parties, however such non-standard terms may result in monthly per seat pricing higher than the comparable standard term pricing.

e. Usage Options. The usage portion of this offer will offer two optional features that improve flexibility for the ordering activity and differentiate from a typical hardware lease agreement. This optional features are as follows:

i. Flex Down – This feature allows the ordering activity the ability to reduce the overall number of assets (PCs) under the contract by a predetermined amount without penalty or fees, keeping the price per PC per month consistent throughout the term of the agreement. The percent that the ordering activity is able to “Flex down” must be established at the time the contract is initially signed and will be specified in the ordering activity’s agreement with Dell or such other DFS master sales terms, as applicable. Dell will also require a minimum length of term that the ordering activity must commit to prior to executing any “flex down” of units.

¹¹ Ordering activities designate the flex percentages at the time of initial task order negotiation and award. Mid-point increase and decreases are limited to the agreed upon value, or lower

- ii. Mid-Term Upgrade – This feature enables the ordering activity to upgrade a predetermined percent of their hardware assets (PCs) within the term of the agreement rather than waiting until the end of the term. The percent that the ordering activity is able to “upgrade” must be established at the time the applicable Dell Financial Services usage contract is initially signed under which the ordering activity will purchase the Services. Dell would require a minimum length of term at the time such contract is signed that must expire before the ordering activity's assets can become eligible for any upgrades.

6. INVOICING and PAYMENT

PCaaS Solutions shall be invoiced monthly, or in a frequency as otherwise agreed upon by Dell and the ordering activity, consistent with applicable provisions of this AFSSPL.

7. ADDITIONAL TERMS AND CONDITIONS

If the PCaaS solution includes i. Leasing of Product, the provisions of SIN 532420L above apply, and the Appendix D Optional Supplemental Lease Terms may apply to the extent the parties agree; and/or ii. Classified work, secure support or a requirement for U.S. citizens only, Dell will team this GSA Schedule with the Dell Federal Systems L.P. Schedule 70, GS-35F-0884P, under which performance of the classified portion will occur.

**TERMS AND CONDITIONS APPLICABLE TO ORDER-LEVEL MATERIALS
(SPECIAL ITEM NUMBER OLM)**

1. Order-Level Materials

a. Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against this Contract or a blanket purchase agreement (BPA) hereunder. OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against this Contract or BPA.

b. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINs), and indirect costs.

c. OLMs are purchased under the authority of the FSS Program and are not "open market items." Acceptance of this modification indicates your agreement to the following terms:

d. Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs (see paragraph 17 of the Information for Ordering Offices section above). These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed- Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

2. Miscellaneous

a. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN on the Contract. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials (MAY 2019).

b. GSAR clauses GSAR 552.212-4 Contract Terms and Conditions- Commercial/Items (JAN 2017) (Deviation- FEB 2018) (Alternate I- JAN 2017) (Deviation- FEB2007) and 552.238-115 Special Ordering Procedures for the Acquisition of Order- Level Materials (MAY 2019) provide additional information on inclusion of OLMs in task and delivery orders placed against this FSS Contract or a BPA hereunder

c. OLMs are only authorized for inclusion at the order level under a T&M or LH CLIN and are subject to an NTE ceiling price.

d. This SIN contains no items or pricing since by definition OLMs are unknown at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order. To support that determination, Dell will provide three quotes for each OLM, consistent with the requirements of 552.238-115(d)(7).

e. The OLM SIN cannot be the only SIN awarded on a contract as it is only authorized for use in direct support of another awarded SIN.

f. This SIN is exempt from Commercial Sales Practices disclosure requirements, if required.

g. This SIN is exempt from the following clauses:

- 552.216-70 Economic Price Adjustment- FSS Multiple Award Schedule Contracts
- 1-FSS-969 Economic Price Adjustment- FSS Multiple Award Schedule
- 552.238-71 Submission and Distribution of Authorized FSS Schedule
- Pricelists, 552.238-75 Price Reductions

h. Terms and conditions that otherwise apply to the Contract also apply to the OLM SIN. Examples include but are not limited to:

- Trade Agreements Act (TAA)
- Sales reporting and IFF remittance
- Environmental Attributes clauses
- AbilityOne Program Essentially the Same (ETS) compliance

j. This SIN is subject to any transactional data reporting (TDR) requirements in effect under the Contract.

k. Prices for items provided under this SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order **cannot exceed 33.33% of the total value of the order**. Note that travel costs do not count towards the 33.3% limitation.

COUNTRY OF ORIGIN / WARRANTY CODES

1. Country of Origin. On the Contract price list, the country of origin is identified in the column named "Country of Origin" through a two-digit alpha code. The table below defines the two digit alpha codes, i.e. the country or origin listed in the corresponding Country of Origin column of the table:

Alpha Code	Country of Origin
AN	Netherlands
CA	Canada
CH	Switzerland
DE	Germany
FI	Finland
GB	United Kingdom
HK	Hong Kong
IE	Ireland
IL	Israel
JP	Japan
KR	Korea
MX	Mexico
PE	Peru
PL	Poland
RO	Romania
SG	Singapore
TW	Taiwan
US	United States

2. Warranty Term. On the Contract price list, the warranty term is defined in the column named "Warranty Code" through a one digit alpha code. The table below defines that alpha code. (Please note that the Contract price list column named "Warranty" is merely a combination of the Country of Origin and Warranty Code.)

Warranty Code	Warranty Term
0	No Warranty
C	Ninety-days
E	One-year
G	Two-years
J	Three-years

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT
PROGRAMS PREAMBLE**

Dell provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. Please visit Dell Technologies' Supplier Diversity home page <https://corporate.delltechnologies.com/en-us/social-impact/advancing-sustainability/sustainable-supply-chain/supplier-diversity.htm> for additional information and contact information.

**BEST VALUE BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)_____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

AGENCY DATE

CONTRACTOR DATE

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____("Agreements"), the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

2. Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

4. This BPA does not obligate any funds.

5. This BPA expires on _____or at the end of the contract period, whichever is earlier.

6. The following activity(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- a. Name of contractor;
- b. Contract Number;
- c. BPA Number;
- d. Model Number or National Stock Number (NSN);
- e. Purchase Order Number;
- f. Date of Purchase;
- g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- h. Date of Shipment.

9. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

10. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

APPENDIX A
DELL ENTERPRISE LICENSE AGREEMENT



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APPENDIX B
MASTER SERVICES ADDENDUM

This MASTER SERVICES ADDENDUM (the “**Addendum**”) is incorporated into Delivery Orders for Professional Services and Factory Integration Services procured by the Government under the FSS Contract.

1. SERVICES

This Addendum shall apply each time Government engages Dell to provide services under any FSS Contract Special Item Number. All services provided will be described in one or more of the following: (i) “**Service Descriptions**” in the GSA Schedule; (ii) mutually agreed “**Statement of Work**” (“**SOW**”); or (iii) “**Technical Specification Form**” as applicable (the “**Services**”). In the event of a conflict between the terms of this Agreement and a Service Description, SOW, or Technical Specification Form, the terms of these documents will be followed according to the following order of preference: (1) GSA Schedule; (2) the SOW or Technical Specification Form; and (3) Service Descriptions.

2. TERMS

a. Requests for Service; Quotes and Delivery Orders. All Delivery Orders for Services must specify Dell's quotation (if any), and reference the Service(s) requested and invoice address. The Government may place Delivery Orders in writing, by telephone or by facsimile transmission. Telephone Delivery Orders must be confirmed in writing. All Delivery Orders are subject to acceptance by Dell, which will not be unreasonably withheld.

c. The prices charged for Services purchased under this Addendum will be Dell's then current GSA price for such Services or as otherwise negotiated between Dell and Government. If the Services are being performed on a time and materials basis, any estimates provided by Dell are for planning purposes only.

3. PURCHASE OF THIRD PARTY PRODUCTS, SOFTWARE INSTALLATION

"Third Party Products" means any hardware or software, other than parts that are Dell branded and originally listed on Dell's standard parts lists (“**Dell Standard Products**”), that are used in the Services, whether provided by Government or procured for Government by Dell. Government shall be responsible for procuring any Third Party Products used in the Services; however Government may request that Dell procure the Third Party Products. In the event the Third Party Products procured by Dell are not used for the Services within a reasonable time following purchase of the parts by Dell, the Third Party Products will be shipped and invoiced to Government and Government will pay for these parts within thirty (30) days after the date of invoice. Dell is not responsible for any revision or engineering changes in any Third Party Products used in the Services. For software provided by Government, Government authorizes Dell (or otherwise obtains the rights for Dell) to copy, install and modify, if necessary (and required by the Technical Specification Form), all software to be used in the Services or to be recorded in electronic media for subsequent re-installation of backup. Government warrants to Dell that it has obtained any licenses, consents, or approvals required to give Dell and its sub contractors or employees the right or license to access, copy, distribute, use and/or modify (including creating derivative works) any Third Party Products and custom software to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products

4. PROPRIETARY RIGHTS

a. Subject to b. below, right, title and interest in and to any programs, systems, data or materials first created or prepared by Dell under this Agreement including, without limitation, any copyrights, patents, and other intellectual property rights therein, shall vest in the Government in accordance with FAR 52.227-14 Rights in Data – General, where such work is specifically identified by CLIN on the Delivery Order as deliverable data or restricted computer software. Government rights in data and restricted computer software not separately called out under a Delivery Order CLIN, if any, shall be in accordance with FAR Part 12.

b. The Government acknowledges that from time-to-time Dell develops certain reusable computer software, techniques, information, training material and documentation (“**Utilities**”). Utilities are Dell's proprietary information and intellectual property. To the extent consistent with FAR 52.227-14, Dell grants the Government Purpose Limited Rights to use those Utilities incorporated into the products developed for the Government. Subject to the

foregoing, Dell retains all rights to the Utilities for any future use. The Government shall protect the Utilities according to the policies and procedures it uses for its own similar proprietary information and intellectual property.

5. EXPORT; REGULATORY REQUIREMENTS.

a. Export. Government warrants that any software provided by Government and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export under Bureau of Export Administration export license exception GOV.

b. Regulatory Requirements. Dell shall not be under any obligation to perform any Service Description, SOW or Technical Specification Form or to install any Third Party Products as part of the Services or proceed with Services if such Third Party Products, or the resulting software, do not satisfy the local regulatory requirements of the country to which the Products are to be shipped.

6. GOVERNMENT RESPONSIBILITIES

It is the Government's responsibility to backup data on its systems. DELL IS NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY OF THE GOVERNMENT'S COMPUTER OR NETWORK SYSTEMS. Government acknowledges that Dell's performance and delivery of the Services are contingent upon: (i) Government providing access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Government's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Government will promptly obtain and provide to Dell any required consents necessary for Dell's performance of the Services described in the applicable Service Description, SOW or Technical Specification Form. Government agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Government, unless disclosed pursuant to a mutual NDA executed by the Parties. Some Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or its authorized representative, works on the hardware or software. DELL TAKES NO RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON SAME.

7. LIMITATION OF SERVICES

Except as stated below, when Services consist of repair of Dell systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component covered by this Agreement. Preventive maintenance is not included. **Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included.** Unless otherwise provided in the SOW, Services do not include repair of any system or system component which has been damaged as a result of: (i) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) the moving of the system from one geographic location to another or from one entity to another.

APPENDIX C PRICE LIST

1. Price List. Dell's Price list is a SKU-based list, consisting of over 300,000 SKUs. Dell's products are available on GSA Advantage®, however due to the volume of SKU's it is sometimes difficult to find a particular SKU; and Advantage may be slightly out of date at times as a result of occasional issues with the EDI upload.
2. Dell's Price List consists of the separate Excel files listed below listed in 2.a. below; and 2.b. PCaaS Price List.
 - a. Given the size of the files and the rapidity in which pricing changes, Dell no longer publishes a hard copy price list. All or part of the price list is available electronic form on CDROM, and if the ordering activity is capable of receiving a file in excess of 18 MB, available via email. Please contact the Dell GSA Point of Contact listed on GSA's *e-schedule library* site to request a copy:
 - Dell-Branded Products / After Point of Sale (APOS) Warranty Services
 - Professional Services (fixed price SKU-based)
 - Third Party Products (aka Software and Peripherals)
 - b. PC as a Service. Please Refer to Appendix C.1

Appendix C.1 PCaaS Price List

October 2, 2018

USAGE PROGRAM:				USAGE Pricing					
Quote	Equipment		Unit Price	Qty.	Total Amount Financed	Payment Frequency	Contract Term (months)	Payment Factor	Price Per Seat Payments (Advance)*
Good									
744151388	LightWeight Laptop:	Latitude 5290	\$1,441.85	1	\$ 1,441.85	Monthly	36	0.02977	\$42.92
743693679	Basic Laptop:	Latitude 5490	\$1,404.82	1	\$ 1,404.82	Monthly	36	0.02977	\$41.82
744986239	High End Laptop:	Precision 7520	\$2,169.70	1	\$ 2,169.70	Monthly	36	0.02962	\$64.27
744987963	Desktop Upgrade 1 SFF:	Optiplex 7050SFF	\$1,019.82	1	\$ 1,019.82	Monthly	36	0.02977	\$30.36
745004462	Desktop MiniTower:	Optiplex 7050MT	\$1,257.18	1	\$ 1,257.18	Monthly	36	0.03017	\$37.93
745004498	High End Desktop:	Precision Tower 3620	\$1,652.94	1	\$ 1,652.94	Monthly	36	0.03017	\$49.87
744163293	Tablet:	Latitude 5290 2 n 1	\$1,644.25	1	\$ 1,644.25	Monthly	36	0.03017	\$49.61
Better									
744151408	LightWeight Laptop:	Latitude 5290	\$1,471.62	1	\$ 1,471.62	Monthly	36	0.02982	\$43.88
744151663	Basic Laptop:	Latitude 5490	\$1,508.82	1	\$ 1,508.82	Monthly	36	0.02982	\$44.99
744987074	High End Laptop:	Precision 7520	\$2,199.43	1	\$ 2,199.43	Monthly	36	0.02967	\$65.26
744987974	Desktop Upgrade 1 SFF:	Optiplex 7050SFF	\$1,049.56	1	\$ 1,049.56	Monthly	36	0.02982	\$31.30
745004466	Desktop MiniTower:	Optiplex 7050MT	\$1,286.96	1	\$ 1,286.96	Monthly	36	0.03022	\$38.89
745004520	High End Desktop:	Precision Tower 3620	\$1,682.68	1	\$ 1,682.68	Monthly	36	0.03022	\$50.85
744163373	Tablet:	Latitude 5290 2 n 1	\$1,674.00	1	\$ 1,674.00	Monthly	36	0.03022	\$50.59
Best									
744151422	LightWeight Laptop:	Latitude 5290	\$1,587.55	1	\$ 1,587.55	Monthly	36	0.02999	\$47.61
744151689	Basic Laptop:	Latitude 5490	\$1,624.77	1	\$ 1,624.77	Monthly	36	0.02999	\$48.73
744987129	High End Laptop:	Precision 7520	\$2,385.07	1	\$ 2,385.07	Monthly	36	0.02987	\$71.24
744987987	Desktop Upgrade 1 SFF:	Optiplex 7050SFF	\$1,105.60	1	\$ 1,105.60	Monthly	36	0.02999	\$33.16
745004473	Desktop MiniTower:	Optiplex 7050MT	\$1,342.97	1	\$ 1,342.97	Monthly	36	0.03030	\$40.69
745004536	High End Desktop:	Precision Tower 3620	\$1,750.87	1	\$ 1,750.87	Monthly	36	0.03030	\$53.05
744163401	Tablet:	Latitude 5290 2 n 1	\$1,789.94	1	\$ 1,789.94	Monthly	36	0.03030	\$54.24

***Pricing Assumes No interim rent. Payments do not include sales tax. Included is estimated national average personal property**

USER AGENCY: Activity Ordering Officer

LESSOR: Dell Financial Services LLC, and/or its successors and assigns.axes.

PCaaS QUOTE: The PCaaS Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for User Agency's account. User Agency will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, User Agency shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please fax a copy of your Exemption Certificate with the PCaaS Contract.

PURCHASE ORDER: The Purchase Order will be made out to Dell Financial Services, One Dell Way, RR3 Box 8405, Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a PCaaS order and shows the type of PCaaS, the term length, and payment frequency. The date of the PCaaS quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination

APPENDIX D
OPTIONAL SUPPLEMENTAL LEASE TERMS

As authorized by Option 2 of SIN 532420L, Dell proposes the following Supplemental Lease Terms for Ordering Activity consideration:

Supplemental Terms and Conditions

There are in addition to the terms and conditions included in Dell's GSA Contract # GS-35F-059DA.

The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this quote prior to ordering and obligating funding for a lease.

1. Base Interest Rates in the GSA Leasing Terms and Conditions are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the Lease Quote.

2. This Lease quote is valid for thirty (30) days from the date of the Lease Quote. In the event an order is not issued by the Government within such thirty (30) days, Dell reserves the right to re-quote the lease pricing or extend the original quote in writing. The Delivery Order issued to initiate a lease based on this Lease Quote must be in compliance with GSA SIN 532420L, Option 2, of the referenced GSA Contract. A lease order issued hereunder is subject to Dell acceptance and/or Dell's credit approval.

3. The Government agrees that early termination is highly unlikely because the acquisition, quantity and use of the involved products are deemed to be essential to its operations and will complete an Essential Use Certificate to that effect if required by Lessor. Further, the Government reasonably believes that funds in an amount sufficient to make all payments during the Lease Term can be obtained and agrees to take all reasonable positive action to obtain and maintain such funds. This proposed lease is subject to Credit Approval by the Lessor's Credit Review Committee Except for any maintenance-responsibilities included in the Lease, the Government agrees that, by accepting the Lease and providing the Product for the Government's use, Dell has fully performed its obligation under the Lease.

4. Termination for Convenience of the Government: Leases entered into under this option may not be terminated except by the ordering activities' contracting officer responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the Government. In the event of a Termination for Convenience of the Government, the Government will promptly pay Dell, or its assignee, the following: i) the sum of the current fiscal year's payment obligations, including any applicable taxes, less any payments made to the date of termination; plus ii) the Termination Ceiling, which will be the present value of the remaining Lease Payments over the Lease Term discounted at the like-term Treasury yield % used to calculate the periodic Lease Payments, interpolated to the number of months remaining in the Lease Term, plus any unpaid taxes or other charges then due.

5. Notwithstanding the provisions of SIN 532420L, for Leases with the Option to Own - Fair Market Value end of lease purchase option, the purchase option available to the Government at the end of the Lease Term shall be based on the then current Fair Market Value. The Government understands that it accrues no equity or partial ownership to the products by virtue of Lease Payments paid hereunder. The Fair Market Value shall be determined by Dell, or its assignee, on the basis of and shall be the value which would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.

6. Dell, or its assignee, will invoice, and the Government agrees to pay such periodic Lease payments in accordance with Section 2 / Payment Schedule as incorporated in your Lease Quote, prior to the beginning of the

period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 1315.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.

7. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in SIN 532420L. In the event the Government exercises its right to terminate a lease under SIN 532420L, the Government shall be required to return all the products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. The end of lease purchase option is available to the Government only upon satisfaction of all payment obligations for the full Lease Term and is not applicable to a lease termination prior to the end of the Lease Term.

8. It is the Government's intent to exercise each renewal option and to extend the lease until completion of the Lease Term provided the needs of the Government for the products or functionally similar products continue to exist. Accordingly, the Government shall not replace the products leased under this delivery order with functionally similar products during the Lease Term specified in the delivery order. For purposes of this clause, replacement includes reverting to the means by which the Government met the bona fide functional need before the Government issued the Order.

9. In the event you are of the opinion that any charges or credits on an invoice are not billed properly, the Government will promptly pay the portion of the invoice not in question and immediately provide Dell, or its assignee, with detailed written notice of the items in question.

10. To the extent permitted by the Agency Federal Acquisition Regulation supplement of the ordering activity, FAR Clause 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payments to an Assignee of any amounts due or to become due under this lease, shall not, to the extent specified in the Act, be subject to reduction or setoff.

11. Purchase Option - In the event the Government wishes to buy-out the lease at any time, during or at the end of the Lease Term, the Government will be required to pay a lump sum amount equal to the present value of all outstanding Lease Payments discounted at the rate of Treasury Constant Maturities as published in the Federal Reserve statistical release H.15 in effect at the time of the original order, interpolated to the number of months remaining in the Lease Term, plus any applicable end of lease purchase option, Fair Market Value or pre-stated purchase option price, and any unpaid taxes or other charges then due. The election to purchase at the end of the Lease Term shall require purchase of all of the leased Products included in the Delivery Order. The end of the lease option elected by the Government shall be the same for all of the products included in the Delivery Order.

12. Form of Payment: The Government will pay Dell, or its assignees, by Electronic Funds Transfer (EFT), wire or check. No credit cards will be allowed as a form of payment under this lease agreement.

13. Acceptance: Acceptance shall occur on the first day after delivery of the product to the Government.

14. Risk of Loss: The Government assumes and shall bear the entire risk of loss and damage, whether or not insured against, to the products from any and every cause whatsoever from the date the products are delivered to the Government's ship to location until the products are either returned to the Contractor's designated return location or purchased by the Government, except for any loss or injury resulting from the negligence or fault of Contractor. No loss or damage to the products or any part thereof shall impair any obligation of the Government under the relevant Order, including but not limited to the Government's obligation to make payments under such Order, which obligations shall continue in full force and effect. In the event of loss or damage of any kind to any products, the Government, at the Government's option, shall: (i) Place the same in good repair, condition and working order to the satisfaction of Contractor within 90 days of such loss or damage; or (ii) Pay Contractor the amount equivalent to the Purchase Option price calculated as described in Paragraph 11 above.

15. Title: During the Lease Term, products shall always remain the property of the Contractor. The Government shall have no property right or interest in the products except as provided herein and shall hold the products subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the Government shall have an encumbered license to use the software for the Lease Term. The Government's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has paid the applicable purchase option price.

Unless otherwise agreed to in writing by the parties, the above supplements Dell's GSA SIN 532420L and apply to any lease entered into by the parties.

APPENDIX E
OPTIONAL SUPPLEMENTAL PCAAS TERMS

Dell proposes the following Supplemental PCaaS Terms under SIN NEW for Ordering Activity consideration:

Supplemental Terms and Conditions

These Supplemental PCaaS Terms and Conditions are in addition to the terms and conditions included in Dell's GSA Contract # GS-35F-059DA.

The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the PCaaS terms and conditions contained in a PCaaS quote prior to ordering and obligating funding for a PCaaS usage agreement ("Usage Agreement").

1. Base Rates in the GSA PCaaS Terms and Conditions are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the PCaaS Quote.
2. This PCaaS quote is valid for thirty (30) days from the date of the PCaaS Quote. In the event an order is not issued by the Government within such thirty (30) days, Dell reserves the right to re-quote the pricing or extend the original quote in writing. The Delivery Order issued to initiate a Usage Agreement based on this PCaaS Quote must be in compliance with GSA SIN NEW, A PCaaS order issued hereunder is subject to Dell acceptance and/or Dell's credit approval.
3. The Government agrees that early termination of the Usage Agreement is highly unlikely because the acquisition, quantity and use of the involved products are deemed to be essential to its operations and will complete an Essential Use Certificate to that effect if required by Dell or the Usage Payee. Further, the Government reasonably believes that funds in an amount sufficient to make all payments during the Usage Term can be obtained and agrees to take all reasonable positive action to obtain and maintain such funds. This proposed Usage Agreement is subject to Credit Approval by the Usage Payee's Credit Review Committee. Except for any maintenance-responsibilities included in the Usage Agreement, the Government agrees that, by accepting the Usage Agreement and providing the product for the Government's use, Dell has fully performed its obligation under the Usage Agreement.
4. Termination for Convenience of the Government: Usage Agreements entered into under this option may not be terminated except by the ordering activities' contracting officer responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (I), Termination for Convenience of the Government. In the event of a Termination for Convenience of the Government, the Government will promptly pay the Usage Payee, or its assignee, the following: i) the sum of the current fiscal year's payment obligations, including any applicable taxes, less any payments made to the date of termination; plus ii) the Termination Ceiling, which will be the present value of the remaining Usage Agreement Payments over the PCaaS Term discounted at the like-term Treasury yield % used to calculate the periodic Payments, interpolated to the number of months remaining in the Usage Agreement term ("Term"), plus any unpaid taxes or other charges then due.
5. Notwithstanding the provisions of SIN NEW, the PCaaS Usage Agreement does not automatically contemplate a purchase option at the end of the Term. Any purchase option will be mutually agreed to by the parties at the end of Term, based on the Government having made all outstanding payments due and owing under the Usage Agreement through the end of the Term and by paying to Usage Payee the then current Fair Market Value of the products. The Government understands that it accrues no equity or partial ownership to the products by virtue of PCaaS Payments paid hereunder. The Fair Market Value shall be determined by Dell, or its assignee, on the basis of and shall be the in-place value which would be obtained in an arm's length transaction between

an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.

6. Dell, or its assignee, the Usage Payee will invoice, and the Government agrees to pay such periodic PCaaS Payments in accordance with the Payment Schedule incorporated in your PCaaS Quote, prior to the beginning of the period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 1315.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.

7. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in SIN NEW. In the event the Government exercises its right to terminate a Usage Agreement under SIN NEW, the Government shall be required to return all the products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. Any purchase option is available to the Government only upon satisfaction of all payment obligations for the full Usage Agreement's Term and is not applicable to a termination prior to the end of the Term.

8. It is the Government's intent to exercise each renewal option and to extend the Usage Agreement until completion of the Term provided the needs of the Government for the products or functionally similar products continue to exist. Accordingly, the Government shall not replace the products under this delivery order with functionally similar products during the Term specified in the delivery order. For purposes of this clause, replacement includes reverting to the means by which the Government met the bona fide functional need before the Government issued the PCaaS Order.

9. In the event the Government is of the opinion that any charges or credits on an invoice are not billed properly, the Government will promptly pay the portion of the invoice not in question and immediately provide Dell, or its assignee, the Usage Payee with detailed written notice of the items in question.

10. To the extent permitted by the Agency, Federal Acquisition Regulation ("FAR") supplement of the ordering activity, FAR Clause 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payments to an Assignee of any amounts due or to become due under this lease, shall not, to the extent specified in the Act, be subject to reduction or setoff.

11. Purchase Option - In the event the Government wishes to buy out the products at any time, during or at the end of the Term, the Government will be required to pay a lump sum amount equal to the present value of all outstanding PCaaS Payments discounted at the rate of Treasury Constant Maturities as published in the Federal Reserve statistical release H.15 in effect at the time of the original order, interpolated to the number of months remaining in the Term, plus the Fair Market Value purchase price, and any unpaid taxes or other charges then due. The election to purchase at the end of the Term shall require purchase of all of the products included in the Delivery Order. The end of Term option elected by the Government shall be the same for all of the products included in the Delivery Order.

12. Form of Payment: The Government will pay Dell, or its assignees, by Electronic Funds Transfer (EFT), wire or check. No credit cards will be allowed as a form of payment under this Usage Agreement.

13. Acceptance: Acceptance shall occur on the first day after delivery of the product to the Government.

14. Risk of Loss: The Government assumes and shall bear the entire risk of loss and damage, whether or not insured against, to the products from any and every cause whatsoever from the date the products are delivered to the Government's ship to location until the products are either returned to the Contractor's designated return location or purchased by the Government, except for any loss or injury resulting from the negligence or fault of Contractor. No loss or damage to the products or any part thereof shall impair any obligation of the Government under the relevant Order, including but not limited to the Government's obligation to make payments under such Order, which obligations shall continue in full force and effect. In the event of loss or damage of any kind to any

products, the Government, at the Government's option, shall: (i) Place the same in good repair, condition and working order to the satisfaction of Contractor within 90 days of such loss or damage; or (ii) Pay Contractor the amount equivalent to the Purchase Option price calculated as described in Paragraph 11 above.

15. Title: During the Term, products shall always remain the property of the Contractor. The Government shall have no property right or interest in the products except as provided herein and shall hold the products subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and the Usage Agreement. Upon the Commencement Date of the Usage Agreement Term, the Government shall have an encumbered license to use the software for the Term. The Government's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has paid the applicable purchase option price.

Unless otherwise agreed to in writing by the parties, the above supplements Dell's GSA SIN NEW and apply to any PCaaS Usage Agreement entered into by the parties.

APPENDIX F
DELL BRANDED AND DELL EMC BRANDED COMMERCIAL AND PUBLIC SECTOR WARRANTIES



**Dell Branded
Product Limited Wai**



**Dell EMC Branded
Product Warranty.p**

APPENDIX G
SUPPLEMENTARY TERMS FOR INFRASTRUCTURE PRODUCTS

These Supplementary Terms for Infrastructure Products ("**Supplementary Terms**") apply specifically to the Ordering Office ("Customer" or "you") purchase of Infrastructure Products (as defined below) from Dell Marketing L.P. ("Dell"). If there is a conflict between these Supplementary Terms and the Contract regarding Infrastructure Products, these Supplementary Terms shall prevail.

1. DEFINITIONS

Unless otherwise expressly defined herein, all capitalized terms used in these Supplementary Terms shall have the meanings ascribed to them in the Contract. The definitions below shall also apply to the purchase and sale of Infrastructure Products.

a. "**Customer Support Tools**" means any software or other tools which Dell makes available to you enable certain service features of Infrastructure Products (as applicable) and to enable you to perform various self-maintenance activities.

b. "**Dell Service Area**" means the area that is within: (i) one hundred drivable miles of a Dell service location for Infrastructure Products; and (ii) the same country as the Dell service location.

c. "**Delivery**" for Equipment occurs when Dell provides the Equipment to a carrier at Dell's designated point of shipment. "Delivery" for Software occurs when Dell provides physical media to a Dell-designated carrier at Dell's designated point of shipment or the date Dell notifies you that Software is available for electronic download.

d. "**Documentation**" means Dell's then-current, generally available user manuals and online help for Infrastructure Products.

e. "**Equipment**" means "Dell", "EMC", or "Dell EMC"-branded hardware that Dell provides under these Supplementary Terms.

f. "**Independent Software**" means "Dell", "EMC" or "Dell EMC"-branded software that can operate on hardware other than Equipment.

g. "**Infrastructure Products**" means Equipment that comprises data storage and converged function data management products and their related Software, including but not limited to PowerMAX/VMAX, Unity, SC, Vblock, VxBlock, VxRail, Data Domain DD3300, and IDPA DP4400 Products and Independent Software (e.g., backup and recovery software). Certain Infrastructure Products (including Vblock, VxBlock and VxRail) contain components that are subject to Cisco Systems, Inc. ("Cisco") terms and conditions, and your purchase of such Infrastructure Products with Cisco components are subject to additional terms and conditions which you must agree to in writing before you may purchase such Infrastructure Products under this Contract.

h. "**Installation Site**" means the ship-to address or other location identified on Dell's quote or order confirmation or other Dell-prepared document as the Infrastructure Product site of installation, use, or both.

i. "**Maintenance Aids**" mean any hardware, software or other tools, other than Customer Support Tools, that Dell uses to perform diagnostic or remedial activities on Products.

j. "**Product Notice**" means the information related to Products and Services posted at a Dell or EMC website at the time of the Dell quote, currently located at http://www.EMC.com/products/warranty_maintenance/index.jsp. To locate the applicable information related to the SC Series Products, please see the applicable service description listed at 059da_dell(fed)_2020-05_gsa_mas_AFSSPL_v1

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www.dell.com/servicecontracts/global. The Product Notice informs you of Infrastructure Product-specific use rights and restrictions, unit of measure (if any), warranty periods, warranty upgrades and Support Services terms. The Product Notice in effect as of the date of Dell's quote will apply to Infrastructure Products, and is deemed incorporated into that quote and related purchase order by this reference. Upon request, Dell will provide a copy of the applicable Product Notice or attach it to the relevant quote.

k. **"Service Agreements"** means service contracts, including service descriptions available at www.dell.com/servicecontracts/global, service briefs, statements of work, services specifications and any other similar mutually agreed documents.

l. **"Software"** means "Dell", "EMC" or "Dell EMC"-branded generally available application, microcode, firmware and operating system software in object code format that is licensed by Dell or EMC.

m. **"Software Release"** means any subsequent, generally available version of Software or Independent Software provided after initial Delivery of such software, but does not mean a new product.

n. **"Support Services"** when used in these Supplementary Terms and applied to Infrastructure Products means the Services identified on the table located at <http://www.emc.com/collateral/warranty-maintenance/h4276-emc-prod-warranty-maint-table.pdf>. Support Services for SC Series Products are stated at <http://www.dell.com/learn/us/en/uscorp1/campaigns/global-commercial-service-contracts?c=us&l=en&s=corp>.

o. **"Labor Hour Service"** means any maintenance or support service that Dell provides but is not part of fixed-fee Support Services or other Dell generally available service-related offering using a pre-established fee. Dell charges separately for Labor Hour Services on an hourly rate based upon its approved Contract labor rates basis consistent with the Contract's provisions.

2. INSTALLATION

You must ensure that: (i) the Installation Site meets the specifications for Infrastructure Products including, without limitation, the Equipment's specifications for power and cooling; (ii) the surfaces over which the Equipment will travel at Customer's location between the carrier delivery point and the final location at the Installation Site meet the weight specifications for the Equipment; and (c) Dell has the contact information for a responsible single point of contact at the Installation Site.

3. SUPPORT SERVICES

Dell will provide Support Services to you subject to your compliance with the provisions of these Supplementary Terms and the Agreement.

a. **Scope.** The contents of Support Services for each Infrastructure Product (the **"Support Option"**) are set forth in the Product Notice or the Service Agreements, and unless otherwise indicated in the Product Notice or Service Agreements, consist of: (i) using commercially reasonable efforts to remedy failures of Infrastructure Products to perform substantially in accordance with Dell's applicable Documentation; (ii) providing English-language (or, where available, local language) help line service via telephone or other electronic means; and (iii) enabling you to download Software Releases and Documentation updates that Dell makes generally available at no additional charge to other purchasers of Support Services for the applicable Infrastructure Product. Dell reserves the right to change the scope of Support Services for Infrastructure Products on sixty days' prior written notice.

b. **Additional Support.** Dell reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Labor Hour Service. Except to the extent that Support Services are independent of the Equipment's location, Dell will have no obligation to provide Support Services for Infrastructure Products with respect to Equipment that is outside the Dell Service Area. Support Services do not apply to any Software other than the current and the immediately prior Software Release. Support Services are subject to Dell's then-current "End-of-Service-Life" policy for the respective Infrastructure Product, if applicable. Dell will have no obligation to provide Support Services for Software and problems that cannot be reproduced at Dell's facility

or via remote access to Customer's facility. Support Services do not include the supply of Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

c. **Exclusions.** Support Services do not cover a problem that would have been excluded from coverage pursuant to section 8.d ("Warranty Exclusions") had the problem arisen during the warranty period of the affected Infrastructure Product.

d. **Reinstatement of Support.** You may request that Dell reinstate Support Services for an Infrastructure Product for which Support Services have lapsed. Dell may do so at its discretion and reinstatement will be subject to a certification at Dell's then-current Contract labor rates. Once the Infrastructure Product is certified, Support Services will commence when you pay: (i) the charge for the above-described Labor Hour Service; (ii) the amount Dell would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve months of the newly-commenced Support Services.

4. SOFTWARE

Software is subject to the manufacturer's license terms. Some products are provided with a "clickwrap" agreement included as part of the installation and/or download process, or a "shrinkwrap" agreement included in the packaging for the product. For Infrastructure Products, the terms of the EMC Corporation end user license agreement approved by GSA and listed on GSA's Approved IT Schedule 70 Agreements dated 4/1/2019 shall apply. With regard to third-party licenses, if any, upon request of the Contracting Officer the terms of such third-party clickwrap or shrinkwrap agreement shall be provided to the Contracting Officer.

5. YOUR RESPONSIBILITIES

a. **Cooperation.** You will: (i) promptly notify Dell when an Infrastructure Product fails and provide Dell with sufficient details so that Dell can reproduce the failure; (ii) allow Dell remote and on-site (when deemed necessary) access to the Infrastructure Product to provide Support Services; and (iii) furnish necessary facilities (which for on-site access means suitable work space, computers, power, light, phone, internet network availability, software, and equipment reasonably required by Dell), information, and assistance required to provide Support Services. Customer will provide Dell with timely access to and use of all Customer proprietary and third party equipment, software and systems required for Dell to perform its obligations under these terms. With respect to all third party hardware or software operated by or on behalf of Customer, Customer warrants that it shall, at no expense to Dell, obtain all consents, licenses and sublicenses necessary for Dell to perform under the Service Agreement(s) and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

b. **Support Contacts.** Unless a specific number of authorized contacts are indicated on the Product Notice or the applicable Service Agreement(s) requires that the Customer be in physical possession of the Equipment at the time a support request is submitted, Customer will designate in writing a reasonable number of authorized contacts, as determined by the parties, who will initially report problems and receive Support Services from Dell. Each Customer representative will be familiar with Customer's requirements and will have the expertise and capabilities necessary to permit Dell to fulfill its obligations. Customer will provide changes to authorized support contacts to Dell in writing.

6. ADDITIONAL SUPPORT SERVICES TERMS

a. **Maintenance Aids and Spare Parts for Equipment.** You authorize Dell to store Maintenance Aids and spare parts at the Installation Site and agree that these items are only for Dell's use. You will not authorize any third party to use these items. Dell is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to you, to enter the Installation Site, or to use remote means to remove or disable Maintenance Aids and spare parts, as applicable. You will reasonably cooperate in this effort.

b. **Customer Support Tools.** Dell may choose to make Customer Support Tools available to assist you in performing various maintenance or support related tasks. You may use Customer Support Tools only in accordance with terms under which Dell makes them available.

C. **Service Data.** In connection with the performance and use of the Support Services, and Dell's remote support capabilities detailed in section 6.h ("**Remote Support Capability**") below, Dell may obtain and receive, data or information, including Infrastructure Product-specific, service-related data such as Infrastructure Product diagnostics, configurations, usage characteristics, performance data, and deployment location (collectively, "**Service Data**"). You explicitly consent to Dell's collection, storage and use of this Service Data. You acknowledge and agree that Dell will: (i) use, compile, display, store, process, reproduce, or create reporting and other services-related materials from the Service Data solely to provide the Support Services, including remotely accessing Infrastructure Products to install, maintain, monitor, support, receive alerts and notifications from and change certain internal system parameters of Infrastructure Products in Customer's environment in fulfillment of Dell's Support Services obligations; (ii) provide Customer with visibility to Customer's actual Infrastructure Product usage and consumption patterns and make recommendations to Customer regarding improvements to Customer's environment and utilization of the Services; (iii) utilize the Service Data in connection with predictive analytics and usage intelligence to consult with and assist Customer to optimize Customer's future planning activities and requirements; (iv) aggregate and use the Service Data in an anonymous manner with that of others in the development and improvement of future products; and (v) copy and maintain the Service Data on Dell's systems as necessary to provide the Support Services. Dell agrees that the Service Data is subject to the confidentiality provisions in the Agreement.

d. **Data Security Options.** You must, at your own cost, permanently erase all information, including without limitation all personally identifiable, confidential, and any other protected or sensitive information placed on Infrastructure Products before returning them to Dell for trade-in, repair, or disposal. You must use a method that does not cause damage to the Infrastructure Products or any replaced parts or any other items that Customer provides to Dell for repair, trade-in, or disposal. Dell offers data erasure services and Dell will provide the descriptions and charges associated with Dell's then current data erasure services upon request. You agree that Dell has no responsibility for any information that you fail to erase that is on items sent to Dell.

e. **Proactive Product Changes.** Dell may, at its expense, implement changes to the Infrastructure Products upon reasonable notice to you: (i) when the changes do not adversely affect interchangeability or performance of the Infrastructure Products; (ii) when Dell reasonably believes the changes are required for purposes of safety or reliability; or (iii) when Dell is required by law to do so. You will give Dell reasonable access to the Infrastructure Products for these purposes.

f. **Software Releases.** When Customer begins using a Software Release for a particular Infrastructure Product, Customer must remove and make no further use of all prior Software Releases for that Infrastructure Product, and protect the prior Software Releases from disclosure or use by any third party. Customer is authorized to retain a copy of each Software Release that the Customer properly obtains for archive purposes and use them as a temporary back-up if the current Software Release becomes inoperable. Customer will use and deploy Software Releases only in accordance with terms of the original license for Software.

g. **Change of Equipment Location or Configuration.** Customer may change the Installation Site or configuration of Equipment under Support Services only after written notice to Dell, and subject to the terms and conditions in this section 6.7. If the new location is in a different country, the move is subject to Dell's prior written approval and additional fees may apply. Customer must promptly notify Dell of any changes to the configuration, or movement of the Equipment by anyone other than Dell. To determine if the Infrastructure Products remain eligible for Support Services, Dell reserves the right to inspect and evaluate the changes in configuration or location of the affected Equipment, and to re-certify the Equipment at Dell's then current Labor Hour rates. Additional charges, if any, related to changes in configuration or location of the Equipment will apply from the date the change took place.

h. **Remote Support Capability.** As part of Support Services, Dell makes various remote support capabilities available for certain products in accordance with its then-current policies and procedures. Dell's warranty and Support Services fees are based on the availability and use of the remote support capabilities. Customer may elect not to activate or to disable remote support capabilities, but must notify Dell of this election without undue delay. If you choose to disable or to not activate the remote support capabilities, then, with regard to all products

affected by this choice: (i) Dell may assess you a surcharge in accordance with Dell's then-current standard rates; and (ii) agreed response times or other agreed service levels (if any) will no longer apply.

i. **Alterations and Attachments to Infrastructure Products.** Dell does not restrict Customer from making alterations to, or installing other products in or with the Equipment at Customer's own expense; provided that Customer is responsible for any inspection fees, additional charges, or both, resulting from such activities. If the alterations or attachments prevent or hinder Dell from performing Support Services, then you shall, upon Dell's request, take corrective action. Your failure to take appropriate corrective action shall be deemed a breach of this Agreement.

j. **Transfer to Secondary Purchasers.** If Customer decides to sell, assign, or otherwise transfer the use, ownership, or both, of Equipment to a "**Secondary Purchaser**" (meaning a bona fide end-user that (1) is not considered, in Dell's reasonable discretion, to be a Dell competitor and (2) has not had prior disputes with Dell), to the extent Dell resources reasonably permit, Dell will make available to you, as a Labor Hour Service, de-installation services. In addition, and to the extent Dell resources reasonably permit, Dell will make available directly or indirectly to the Secondary Purchaser: (a) Equipment installation and re-certification services as a Labor Hour Service; and (b) Support Services for Equipment that Dell has determined and notified the Secondary Purchaser meets Dell's certification criteria upon receipt of payment of Dell's then current Support Services fees. A Secondary Purchaser of Infrastructure Products must obtain, directly or indirectly, the appropriate Software license from Dell and pay any applicable Software license fees.

k. **Software Support Services affected by Change in Equipment Status.** For Software used on or operated in connection with Equipment that ceases to be covered by Support Services or the Dell Equipment warranty, Dell reserves the right to send you a written notice that Dell has either chosen to discontinue or change the price for Support Services for the Software (with the price change effective as of the date the applicable Equipment ceases to be covered). If Dell sends a discontinuation notice, or if you reject or do not respond to the notice of a proposed price change within thirty days after receipt, you will be deemed to have terminated the Software Support Services for convenience and the terms of section 7.3 below will apply.

l. **Third Party Products Provided to Dell.** If you provide or make available third party products, including any intellectual property developed by you, for Dell to use in connection with Services, you will: (a) authorize Dell to use the third party products as needed to provide the Support Services; (b) warrant that you have all consents, licenses, and sublicense rights as may be necessary to make these third party products available to Dell; and (c) agree that Dell is not liable to you if Dell's authorized use causes warranties or other services contracts for these third party products to become void.

m. **Pricing.** The fee for Support Services for Infrastructure Products will be as set forth on the applicable Dell quote or order confirmation. Additions to the Products as specified in the relevant Dell quote or order confirmation may result in additional Support Services fees. Dell will charge and invoice for Labor Hour Service in accordance with terms governing each service engagement.

7. TERM AND TERMINATION

a. **Software Support Services Term.** Independent Software or Software related Support Services that are ordered at the same time as the license for such Independent Software or Software shall commence on the date of shipment of the physical media or electronic availability of the Software and continue for the period specified on the Dell quote or order confirmation. Renewals of such Support Services shall commence and expire in accordance with the dates on the applicable Dell quote or order confirmation.

b. **Equipment Support Services Term.** Support Services (including Support Option upgrades, if applicable) for Equipment are provided during the Equipment warranty period set out in the relevant Product Notice or stated in a Dell quote or order confirmation. Renewals of such Support Services shall commence and expire in accordance with the dates on the applicable Dell quote or order confirmation. Support Services for hardware

upgrades installed into Equipment are coterminous with the Support Services that are then in effect for the Equipment into which such upgrades are installed.

C. **Termination.** These Supplementary Terms may be (i) terminated for cause pursuant to FAR 52.212-4(m) or (ii) for convenience pursuant to FAR 52.212-4(l).

8. INFRASTRUCTURE PRODUCT WARRANTIES, EXCLUSIONS, AND DISCLAIMERS

The following warranties and warranty exclusions and disclaimers apply for Infrastructure Products.

a. **Equipment and Software Media Warranty.** Unless stated otherwise in the Product Notice, Dell warrants that: (i) the Equipment and upgrades installed into that Equipment, when purchased from Dell and operated with normal usage and regular recommended service; and (ii) any physical media for Software, will be free from material defects in materials and workmanship, and will perform substantially in accordance with the applicable Documentation until the expiration of the warranty period stated in the Product Notice or, for SC Series Products, stated in the Dell quote or confirmation. Unless otherwise noted on the Product Notice or the Dell quote or order confirmation, the warranty coverage for the microcode, firmware and operating system software that enables Equipment to perform as described in its Documentation will be no less than that which applies to the applicable Equipment. To the extent specified on the Product Notice and unless stated otherwise in the Dell quote or order confirmation, Support Services in the form of the Support Option noted on the Product Notice are included free of charge during the warranty period for Equipment. In some cases, Dell may offer an upgrade option for Support Services during the Equipment warranty period for separate purchase.

a) **Equipment Warranty Duration.** The warranty period for Equipment is stated on the Product Notice unless the Dell quote or order confirmation provides a different warranty period. The Equipment warranty commences upon Delivery. Upgrades to Equipment are warranted in the same manner as the Equipment in which the upgrades are installed from Delivery of the upgrade until the end of the warranty period for the Equipment into which the upgrades are installed.

b) **Software Media Warranty Duration.** The warranty for any physical media for Software and Independent Software is ninety days and commences upon Delivery.

c) **Equipment and Software Media Warranty Remedies.** If Customer notifies Dell of a warranty claim during the applicable warranty period, then Dell will, at its option, either remedy the non-compliance or replace the affected Equipment with new or refurbished parts at Dell's discretion or applicable Software or Independent Software media. If Dell is unable to repair or replace the affected Equipment or media within a reasonable time, then Customer will return the Equipment or media to Dell, and Dell will provide to Customer a refund of the amount Dell received for the affected Equipment or media as depreciated on a straight line basis over a five year period. You must return to Dell the applicable defective Equipment or media, or portions of those items, and those items become Dell's property. If Customer receives a replacement but does not return the defective item to Dell, then Customer must pay Dell's then-current spare parts price for the replacement item. Dell has no liability under these warranty terms for defects in Equipment and media after expiration of the applicable warranty period. This subsection 8.1(C) states Dell's entire liability and Customer's exclusive remedies under warranties for the Equipment and Software and Independent Software media described in section 8.1.

b. **Independent Software Warranty, Duration, and Remedy.** Dell warrants that the Independent Software will, for ninety days following Delivery ("**Independent Software Warranty Period**"), substantially conform to the applicable Documentation. This limited warranty is not transferable. Customer must report errors to Dell during the Independent Software Warranty Period to invoke this warranty. In response to Customer's error notice, Dell will, at its own expense, either replace that Independent Software or correct any reproducible error. If Dell determines that it is reasonably unable to correct the error or replace the Independent Software, Dell will refund to you the amount you have paid for that Independent Software, and Customer's license for that Independent Software will terminate. This section 8.2 states Dell's sole obligation and your exclusive remedy under the Independent Software warranty. This disclaimer of warranty may not be valid in some jurisdictions, and Customer

may have warranty rights under law which may not be waived or disclaimed. Any law-based warranty extends only for thirty days from the date of Delivery (unless local law provides a different duration).

c. **Infrastructure Product Support Services Warranty and Remedy.** Dell will perform the labor portion of Support Services for Infrastructure Products in a workmanlike manner in accordance with generally accepted industry standards. Customer will notify Dell of any failure to perform as soon as reasonably possible, and in no event more than ten (10) days after the date on which such failure first occurs. A replacement part receives the remainder of the warranty or Support Services coverage applicable to the Infrastructure Product containing the replacement part. Customer's exclusive remedy and Dell's entire liability to Customer for Infrastructure Product Support Services shall be for Dell to, at its option, (1) use reasonable efforts to (a) re-perform the deficient labor services within a reasonable time, or (b) replace any replacement parts which become defective during the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part, or sixty (60) days after installation thereof, whichever occurs later; and (2) if, after reasonable efforts, Dell is not able to correct such deficiencies, then Customer may terminate in accordance with section 7.c above.

d. **Warranty Exclusions.** The warranties in this section 8 do not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Infrastructure Product is used or other causes beyond Dell's control; (iii) installation, operation or use not in accordance with Dell's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Infrastructure Product was not designed; (v) modification, alteration or repair by anyone other than Dell or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. Dell has no obligation whatsoever for (1) Software or Independent Software installed or used beyond the licensed use, (2) Equipment which was moved from the Installation Site without Dell's consent, (3) Infrastructure Product whose original identification marks have been altered or removed, or (4) any Software or Independent Software for which payment has not been received. Infrastructure Products and Dell Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Infrastructure Products or Dell Services could lead directly to death, personal injury, or physical or property damage (collectively, "High-Risk Activities"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

e. **Warranty Disclaimer.** Other than the warranties set forth in this section 8, and to the maximum extent permitted by applicable law, Dell and its affiliates, and their providers/suppliers: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance or usage of trade.

9. EQUIPMENT REPLACEMENTS

All replaced Equipment (or portions of Equipment) from any Infrastructure Products will become Dell's property upon Customer's receipt of the corresponding replacement. Customer must return the replaced Equipment (or portions of Equipment) promptly upon Supplier's request. If Customer does not return the replaced Equipment or replaced portions within fifteen days after receipt of Supplier's request, then Customer must pay Supplier's then-current spar

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

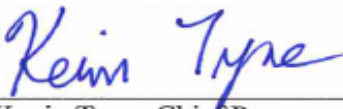
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ 2026.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
 - 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
 - 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
 - 3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 PAYMENT RETENTION: (By Task Order/Project if required)
- 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
 - 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.
- 3.5 APPLICABLE TAXES:
- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
 - 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
 - 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**
- Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue 320 West Lincoln Street**, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 — REQUIREMENTS CONTRACT:~~

~~6.7.1 — Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 — County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 — Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

- 6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- ~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

- 6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.38 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of \$50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

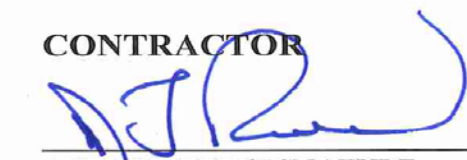
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~
~~Atlanta, GA 30339~~

ATTN: Contract Administration

**PO BOX 193176,
Columbus, OH 43218**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business

PRINTED NAME AND TITLE

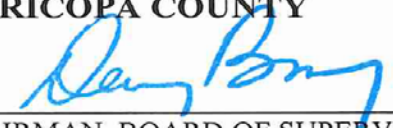
2455 Paces Ferry Road Atlanta, GA 30339

ADDRESS

1-4-2017

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:

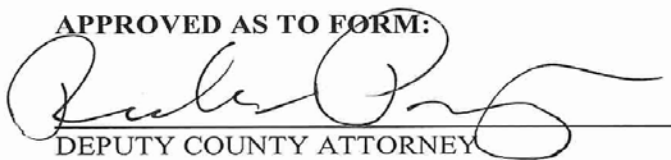


CLERK OF THE BOARD *allm*

JAN 17 2017

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

Jan 12, 2017

DATE

EXHIBIT A

PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road PO BOX 193176, Atlanta, GA 30339 Columbus OH 43218
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	
	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	
	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	• At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate			
	• At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate			
	• Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate			
1.2	Pro Rewards Paint Program			
	Level	Discount %	Minimum Annual Spend on Paint	
	Gold	20%	\$ 7,500	
	Silver	15%	\$ 4,000	
	Bronze	10%	\$ 2,000	
1.3	Volume Pricing Program			
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B

STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

- 2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)

2.4.2.2 Internet (Homedepot.com)

2.4.2.3 Other eProcurement options

2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars

2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number

2.10.4.2 Contractor’s name and address

2.10.4.3 Participating Public Agency’s name and address

2.10.4.4 Participating Public Agency’s purchase order number

2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~16154 EXHIBIT C~~

~~FACILITIES MANAGEMENT REQUIREMENTS~~

~~Maricopa County Facilities Management operation requirements.~~

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

- ~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- ~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- ~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:~~
- ~~4.4.1 Shirt/blouse~~
 - ~~4.4.2 Vest~~
 - ~~4.4.3 Cap~~
 - ~~4.4.4 Badging that identifies the business they work for~~
- ~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- ~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- ~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~
- ~~5.0 BUILDING SECURITY (KEYS):~~
- ~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- ~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- ~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- ~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- ~~6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~
- ~~SALVAGE:~~
- ~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C
FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS**, **AFTER HOURS**, **WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
- 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites **ONLY**:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
 - Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**
- 9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**
- 9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**
- 9.4 **Delivery will be made to the following address:**
- FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE**
2401 S. 28th Dr.
Phoenix, AZ 85009
- Warehouse Manager: 602-506-1935**
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**
- 10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**
- 10.3 **Home Depot Account invoices should contain access to the following information:**
- **Company name, address and contact information**
 - **County bill-to name and contact/requestor information**
 - **Building name and building number**
 - **County purchase order number**
 - **Contract or BidSync agreement number**
 - **Maximo (Facilities Management) work order number**
 - **Invoice number and date**
 - **Date of service or delivery (for Project work: use “Completion date”)**
 - **Description of services performed**
 - **Line item description of parts and materials (Time and Materials work)**
 - **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
 - **Total amount due with tax amounts separated (Time and Materials work).**
***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2024 2026.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Approve Emergency Purchase Authorization – ULine, Inc.**

DATE: June 22, 2022

RECOMMENDATION:

It is recommended that City Council approve an emergency purchase request for items from ULine, Inc. in the amount of \$36,010.22.

FISCAL IMPACT

The total amount of the invoices is \$36,010.22. Sufficient funds for this expenditure are available in GL Code 100-80-805-6040.10.

BACKGROUND

A recent assessment of the police facility found that the building had what is believed to be mold in various areas on the first level. As a result of this discovery, a portion of the police building has been temporarily closed while abatement measures occur. This closure will prohibit personnel from using specific areas. To ensure police employees have sufficient facilities, the procurement process for various items and services is expedited.

DISCUSSION

To ensure the continued operation of police services within the City, the Human Resources/IT and Finance Departments initiated procuring various items and services to relocate police personnel temporarily. Included in the list of items and services required is locker room equipment. Upon deciding to relocate police personnel, ULine was

Approve Emergency Purchase Authorization – ULine, Inc.

Page 2 of 2

contacted to provide lockers. Due to the potential health concerns with prolonged mold exposure, it was determined that this was an emergency purchase and exempt from the usual competitive purchasing process.

Under Montebello Municipal Code Chapter 3.20.050A, Conformance with bidding procedures, the City may proceed with an emergency purchase of items/services. The previous municipal code chapter states:

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

Emergency Procurement: When an emergency, as determined by the purchasing agent with the approval of the city manager in writing, is deemed to require that an order be placed with the nearest available source of supply.

Furthermore, City Council approval is required because the combined total of all purchases from ULine during the current Fiscal Year 2021 - 2022 will exceed the City Manager's authority of \$50,000.

SUMMARY

A recent assessment of the police facility found that a portion of the building is potentially at risk of exposing police personnel to mold. As a result, the City is taking extensive steps to close a part of the facility to mitigate exposure and begin the remediation process. To ensure police personnel has sufficient locker room space, the Human Resources/IT and Finance Departments have initiated an emergency purchase from ULine with the approval of the City Manager.

ATTACHMENTS:

- A. Attachment A – Memo – Emergency Purchase (ULine)
- B. Attachment B – ULine Invoice



**CITY OF MONTEBELLO
MEMORANDUM**

DATE: May 24, 2022

TO: Rene Bobadilla, City Manager
Arlene Salazar, Assistance City Manager

FROM: Michael Solorza, Director of Finance
Gina Skibar, Risk Manager

SUBJECT: Emergency Purchase Request – ULine, Inc. and A Tech Consulting Inc.

It is requested that the City Manager approve an emergency purchase of items and services from ULine, Inc. (ULine) and A Tech Consulting Inc. in the amount of \$38,430.22.

After several Police Department employees observed an unusual odor, an inspection of the police building was initiated. An assessment was required to determine if mold or other harmful contaminants were present. The assessment found that the building had what is believed to be mold in various areas on the first level. As a result of this discovery, a portion of the police building must be temporarily closed while abatement measures are in place. This closure will prohibit employees from using specific locker room areas. To ensure police employees have sufficient facilities, it is recommended that emergency purchase orders are established with ULine and A Tech Consulting Inc. Both vendors were contacted by the City's Human Resources – Risk Manager and confirmed that all necessary items are available and in stock. ULine will provide and deliver locker rooms for \$36,010.22, and A Tech Consulting Inc will provide a follow up report of air samples for \$2,420.00 on a different site of the Police Department. Both items will be delivered and invoiced upon receipt of purchase orders.

The Finance Department and Risk Manager are working to identify other items that will be needed in support of the abatement efforts. Other agreements/purchase orders will be established as needed.

Approved

A blue ink signature of Rene Bobadilla, written in a cursive style.

~~Rene Bobadilla~~
City Manager

A blue ink signature of Arlene Salazar, written in a cursive style.



CITY OF MONTEBELLO
FINANCE DEPARTMENT
PURCHASE ORDER COVER LETTER

Vendor: **ULINE**
PO BOX 88741
CHICAGO, IL 60680-1741

Item(s) Being Purchased/Services: **POLICE LOCKERS**

Reason for Purchase: **POLICE LOCKERS – PD PROJECT**

Purchase Requestor: **Christian Navarro**

Signature: 

Supplies: X Service: Account Number: 100-80-805-6040.10/800.06.10

Total Amount of Purchase: **\$36,010.22**

Shipping Cost: **\$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1 st Bid/Quote:	\$36,010.22	ULINE	Quote	5/9/2022
2 nd Bid/Quote:				
3 rd Bid/Quote:				

☐ Check here if purchase is sole source; "Sole Source Declaration" form must be attached.

Other Notes:

Purchase Order Input By: Christian Navarro Date: 05/23/2022

Purchase Order Approved By:  Date: 5/23/22



1-800-295-5510

uline.com

PO Box 88741 • Chicago, IL 60680-1741

INVOICE

ULINE FED ID#: 36-3684738

INVOICE #: 148654350

ORDER #: 67887326

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2006

SOLD TO: MONTEBELLO CITY OF
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

SHIP TO: MONTEBELLO CITY OF
1600 W BEVERLY BLVD
ATTN: GINA SKIBAR
MONTEBELLO CA 90640

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
3332584	GINA	TRANS-CAL	05/03/22	05/09/22	NET 30 DAYS	05/09/22
QTY ORDERED	U/M	BACK ORDERED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
53	EA		H-8323GR	GEAR LOCKER WITH DOOR - 1 WIDE, UNASSEMBLED, 24" WIDE, 24" DEEP, GRAY	610.00	32,330.00

ORDER PLACED BY: GINA SKIBAR
INTERNET PRO #: 300151685

SUB-TOTAL
32,330.00

SALES TAX
3,313.98

SHIPPING/HANDLING
366.24

AMOUNT DUE
36,010.22

PLEASE PAY FROM
THIS INVOICE
REFER TO THIS
INVOICE NUMBER
WHEN CONTACTING
US REGARDING
THIS TRANSACTION

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
MONTEBELLO CITY OF	3332584	148654350	05/09/22	36,010.22

AMOUNT ENCLOSED
IF DIFFERENT THAN AMOUNT DUE \$ _____
EXPLAIN DIFFERENCES ON REVERSE SIDE

MAKE CHECK
PAYABLE AND
MAIL TO:

ULINE
ATTN: ACCOUNTS RECEIVABLE
PO Box 88741
Chicago IL 60680-1741

IMPORTANT – PLEASE DETACH AND RETURN THIS
PORTION TO ENSURE PROPER CREDIT

[View Cart](#)[Help](#)[Chat Live](#)

ORDER SUBMITTED

ORDER # 67887326**Order Date: 05/02/2022**

Thank you for shopping with Uline! Your order has been successfully submitted.

You will receive an email confirmation at gskibar@cityofmontebello.com once this order has been processed.

Order Details

Billing Address
MONTEBELLO CITY OF
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Shipping Address
MONTEBELLO CITY OF
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Ship Via: TRANS-CAL
Will Ship: 05/02/2022

Payment Method: Net 30
PO #:

Uline Account #: 24186182

Order Placed By: GINA SKIBAR

Special Instructions: ATTN Gina Skibar

Item Summary



Gear Locker with Door - 1 Wide, Unassembled, 24" Wide,
24" Deep, Gray
H-8323GR

\$610.00 / EA

53

\$32,330.00

Subtotal =	\$32,330.00
Tax =	\$3,313.98
Shipping/Handling =	\$366.24
Total =	\$36,010.22



A-Tech Consulting, Inc.

May 12, 2022

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

Attn: Ms. Gina Skibar

Re: Montebello Police Department
1600 West Beverly Boulevard
Montebello, California 90640

Dear Ms. Skibar,

Thank you for allowing A-Tech Consulting, Inc. (*A-Tech*) the opportunity to provide you with a cost proposal. This proposal is in response to your request that *A-Tech* conducts the Limited Mold Assessment at the above referenced site.

The professional services provided by *A-Tech* will consist of the following:

LIMITED MOLD ASSESSMENT

- Visual assessment of known affected areas and collect air cassette samples and surface samples of inspected areas, utilizing industry standard sampling protocols.
- Non-viable analysis of suspect mold samples by an AIHA accredited laboratory. Analysis will be based on 3 Hour Rush laboratory analysis.
- Moisture mapping of affected materials in all affected areas and collection of temperature and relative humidity readings.
- Provision of Inspection Report, including inspection findings, digital photographs, detailed recommendations, sample logs and laboratory reports.

PRICING

Based on the information gathered, we propose to provide the following professional consulting services:

LIMITED MOLD ASSESSMENT - 3 Hour Rush Laboratory Analysis

Item	Price		Qty	Line Total
Site Visit/ Report	\$2,420.00/Project	X	1	\$2,420.00
Non-Viable Mold Air Samples	\$110.00/Sample	X	X	Included
Non-Viable Mold Tape-Lift Samples	\$110.00/Sample	X	X	Included
Total				\$2,420.00

SCHEDULE

A-Tech anticipates completing all fieldwork within one (1) business day. Verbal results will be available within one (1) business day from completion of all fieldwork and deliverance of sample(s) to laboratory. The comprehensive report will be delivered within three to five (3-5) business days from receipt of laboratory results.



A-Tech Consulting, Inc.

I trust that this proposal will meet with your approval and look forward to working with you. Should you have any questions, please feel free to contact me at (714) 434-6360 office.

Sincerely,

A-Tech Consulting, Inc.

Joseph A. Williams, CAC, DPH
CAC #14-5269 DPH #19524 LRC-00001390
joew@atechinc.net

To proceed with scheduling, kindly reply to PM@atechinc.net and accounting@atechinc.net.

Charts

Time Frame Current Fiscal Year

Invoices

Status	Invoice Number	Invoice Date	Due Date	G/L Date	Description	Amount
Paid	TXN00001300	11/16/2021	11/16/2021	11/16/2021	ULINE SHIP SUPPLIES	\$207.55
Paid	147705068	04/14/2022	05/03/2022	05/03/2022	PARKS FY 21/22 - TRASH CANS/EVENT SUPPLIES	\$870.47
	146778015	04/05/2022				
Paid	146590856	03/21/2022	04/05/2022	04/05/2022	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$1,296.15
Paid	146164522	03/10/2022	03/28/2022	03/28/2022	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$73.71
Paid	146039807	03/08/2022	03/28/2022	03/28/2022	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$765.37
Paid	145053333	02/14/2022	03/21/2022	03/21/2022	PARKS FY 21/22 - TRASH CANS/EVENT SUPPLIES	\$99.01
Paid	143788757	01/14/2022	02/15/2022	02/15/2022	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$288.30
Paid	142369854	12/08/2021	12/27/2021	12/27/2021	PARKS FY 21/22 - TRASH CANS/EVENT SUPPLIES	\$425.48
Paid	139980652	10/14/2021	11/02/2021	11/02/2021	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$263.40
Paid	139837424	10/12/2021	10/25/2021	10/25/2021	WASTE AND RECYCLE SUPPLIES	\$424.72
Paid	139728332	10/08/2021	11/02/2021	11/02/2021	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$786.17
Paid	139263697	09/28/2021	10/11/2021	10/11/2021	FY 21-22 JANITORIAL SUPPLIES,VEHICLE MAINTENANCE AND BUILDING	\$1,535.48
Paid	136824612	08/02/2021	08/17/2021	08/17/2021	CORRUGATED BLANK RECEPACLE	\$638.61

of 1

1

50



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Paul Espinoza, Chief of Police
Michael A. Solorza, Director of Finance

SUBJECT: **Authorize the Payment of Invoices from Montebello Tire Pros and Increase Existing Purchase Orders with Chevy of Montebello and Ford of Montebello**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that City Council take the following actions:

- 1) Authorize the payment of invoices from Montebello Tire Pros in the amount of \$28,602; and
- 2) Authorize the City Manager to approve up to an additional \$15,000 for any new invoices received from Montebello Tire Pros for purchases through June 30, 2022; and
- 3) Authorize increasing Purchase Order No. 22 – 476 with Chevy of Montebello by \$10,000 (PO Total - \$50,000) for additional services through June 30, 2022; and
- 4) Authorize increasing Purchase Order No. 22 – 477 with Ford of Montebello by \$40,000 (PO Total - \$80,000) for additional services through June 30, 2022; and
- 5) Take such additional, related action(s) that may be desirable.

FISCAL IMPACT

The total amount of invoices due from Montebello Tire Pros is \$28,602. The invoices are for services conducted on vehicles from multiple City departments. In addition, \$15,000 is requested for any outstanding invoices for services that might be incurred prior to June

Authorize the Payment of Invoices from Montebello Tire Pros and Increase Existing Purchase Orders with Chevy of Montebello and Ford of Montebello
Page 2 of 3

30, 2022. Once City Council approves, the Finance Department will conduct a final review of all invoices before payment to ensure the correct department is charged.

Furthermore, the Police Department's purchase orders with Chevy of Montebello and Ford of Montebello will be increased by a total of \$50,000 (\$10,000 for Chevy and \$40,000 for Ford). Sufficient funding exists in the various department vehicle maintenance budgets (i.e., Transit, Police, Public Works, etc.) to pay for the remaining work completed through June 30, 2022. Therefore, no budget amendment is needed for Fiscal Year 2021-22. Staff will present new blanket purchase orders for FY 2022-23 at a subsequent City Council meeting, establishing new PO's with these vendors in amounts sufficient to cover services rendered for next fiscal year.

BACKGROUND

The City of Montebello uses the services of various vehicle maintenance and repair shops to provide vehicle services when needed.

Most of the shops used are within the city limits to ensure convenience and promote the City's objective to promote and support local businesses. The service provider list includes Montebello Tires Pros (located at 830 West Whittier Boulevard), Chevy of Montebello (310 West Whittier Boulevard), and Ford of Montebello (2747 Via Campo). When needed, multiple city departments use these shops for maintenance services (e.g., oil changes, filter replacement, tire rotations) and repairs.

In April and May 2022, Staff observed that Montebello Tire Pros had not submitted invoices in several weeks. Shortly after receiving notice, Montebello Tire Pros sent 83 invoices, some dating back to January 2021. Compared to accounts payable records, a review of the invoices found that 43 were previously paid and the remaining 40 were pending payment. In most cases, the outstanding invoices were never sent to the Department requesting services or the Finance Department's Accounts Payable division for processing. As a result, there are \$28,602 in outstanding invoices pending payment. Due to the year-to-date expenditure amount with Montebello Tire Pros exceeding the City Manager's approval authority (\$49,999), City Council approval is requested to authorize payment of the invoices in the total amount for remainder of FY 2021-22.

To ensure any other invoices from Montebello Tire Pros for services rendered prior to June 30, 2022, it is requested that the City Manager be granted the authority to pay up to an additional \$15,000.

It is also requested that City Council authorize increasing Purchase Order No. 2022 – 476 with Chevy of Montebello by \$10,000 and Purchase Order No. 2022 – 477 with Ford of Montebello by \$40,000. The Police Department currently uses the service center at the dealerships mentioned above to maintain and repair some of their vehicles. The existing purchase orders have a remaining balance of \$29,811; however, the Police Department

Authorize the Payment of Invoices from Montebello Tire Pros and Increase Existing Purchase Orders with Chevy of Montebello and Ford of Montebello
Page 3 of 3

has vehicles scheduled for significant repair services, and it is anticipated the work will exceed the balance remaining. By approving this action, the Police Department will have sufficient funds to complete the repair work, and both service centers will be paid in a timely manner.

Staff is currently in the process of identifying methods to improve the efficiency and effectiveness of the process of maintaining vehicles. The improvement efforts commenced earlier this year with the release of a Request for Proposals (RFP) seeking service provider(s) for city-wide fleet vehicle maintenance and repair services (RFP 22 – 4). In addition, the staff plans to research new applications and methods for asset management that include maintenance and repair tracking.

SUMMARY

Various City Departments use local vehicle shops to conduct routine maintenance work and repairs on city vehicles. The shops used include Montebello Tire Pros, Chevy of Montebello, and Ford of Montebello. The City currently has pending invoices and anticipated work that will be invoiced prior to June 30, 2022. For this reason, it is requested that City Council authorize the payment of invoices from Montebello Tire Pros in the amount of \$28,602 and increase purchase orders with Chevy of Montebello and Ford of Montebello by a total of \$50,000.

ATTACHMENTS:

- A. Attachment A – List of Montebello Tire Pros Invoices
- B. Attachment B – Purchase Order No. 476 (Chevy of Montebello)
- C. Attachment C – Purchase Order No. 477 (Ford of Montebello)

ATTACHMENT A

MTP Invoices

<i>Invoice No.</i>	<i>Date</i>	<i>Amount</i>	<i>Check Number (If Paid)</i>
248589	4/6/2021	\$ 697.81	
248800	2/28/2021	\$ 1,635.17	
249037	4/30/2021	\$ 614.21	
249044	3/26/2021	\$ 42.91	592563
249374	4/30/2021	\$ 620.00	
249448	6/23/2021	\$ 631.18	
249770	6/30/2021	\$ 958.76	
249938	6/23/2021	\$ 50.02	
249941	6/30/2021	\$ 605.95	
249957	6/23/2021	\$ 998.69	
249973	6/30/2021	\$ 333.25	
250014	6/30/2021	\$ 972.76	
250039	6/30/2021	\$ 42.91	
250178	5/31/2022	\$ 7,496.75	
250358	9/28/2021	\$ 300.00	594454
250468	8/31/2021	\$ 378.56	
250505	9/28/2021	\$ 708.42	594454
250511	9/28/2021	\$ 473.56	594454
250532	9/28/2021	\$ 37.33	594454
250562	9/28/2021	\$ 689.60	594454
250576	9/28/2021	\$ 350.00	594454
250621	9/28/2021	\$ 693.96	594454
250622	9/29/2021	\$ 4,957.00	594454
250626	9/28/2021	\$ 6,602.90	594454
250633	9/28/2021	\$ 994.69	594454
250641	9/28/2021	\$ 551.65	594454
250644	9/28/2021	\$ 445.06	594454
250649	9/28/2021	\$ 994.50	
250670	9/28/2021	\$ 539.96	594454
250673	9/28/2021	\$ 858.53	594454
250686	9/28/2021	\$ 37.33	594454
250687	9/28/2021	\$ 999.51	594454
250704	9/28/2021	\$ 864.95	594454
250706	9/28/2021	\$ 422.80	594454
250707	9/28/2021	\$ 171.86	594454
250711	9/28/2021	\$ 980.23	594454
250722	9/28/2021	\$ 403.20	594454
250727	9/28/2021	\$ 1,775.12	594454
250729	9/28/2021	\$ 975.85	594454
250745	9/28/2021	\$ 911.50	
250762	9/28/2021	\$ 429.36	594454
250763	9/28/2021	\$ 276.51	594454
250771	9/28/2021	\$ 43.99	594454

250790	9/28/2021	\$	1,341.93	
250802	9/28/2021	\$	998.47	594454
250823	9/28/2021	\$	1,552.66	594454
250824	9/28/2021	\$	998.05	594454
250849	9/28/2021	\$	37.33	594454
250874	9/28/2021	\$	990.69	594454
250897	9/28/2021	\$	1,515.51	594454
250905	9/28/2021	\$	652.29	594454
250914	9/28/2021	\$	256.79	594454
250922	9/28/2021	\$	498.52	594454
250956	9/28/2021	\$	267.67	
250958	9/28/2021	\$	672.54	594454
250959	9/28/2021	\$	664.69	594454
250960	9/28/2021	\$	37.33	594454
250990	9/29/2021	\$	250.59	594454
250994	9/29/2021	\$	738.05	594454
250998	9/29/2021	\$	187.75	594454
251001	9/30/2021	\$	360.00	594454
251153	10/21/2021	\$	60.00	
253115	4/30/2022	\$	69.99	
253137	4/30/2022	\$	200.14	
253154	4/30/2022	\$	37.77	
253166	4/30/2022	\$	89.98	
253176	4/30/2022	\$	201.47	
253178	4/30/2022	\$	59.98	
253188	4/30/2022	\$	56.34	
253218	4/30/2022	\$	61.53	
253298	4/30/2022	\$	802.08	
253302	4/30/2022	\$	1,279.03	
253305	4/30/2022	\$	89.41	
253315	4/30/2022	\$	1,450.50	
253323	4/30/2022	\$	1,791.03	
253525	5/31/2022	\$	216.12	
253620	5/31/2022	\$	59.98	
253630	5/31/2022	\$	29.99	
253681	5/31/2022	\$	474.62	
253684	5/31/2022	\$	645.25	
253708	5/31/2022	\$	458.41	
253789	5/31/2022	\$	816.43	

Total	\$	64,539.21
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Paid	\$	36,037.54
Unpaid	\$	28,501.67
Diff	\$	(0.00)

**Bill To**

Accounts Payable
1600 W. Beverly Blvd.
Montebello , CA 90640

Ship To

Police Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Reprint Purchase Order

No. 2022-00000476

12/29/21

Vendor 45170 CHEVROLET OF MONTEBELLO

Contact

MONTEBELLO AUTO GROUP LLC
DBA: CHEVROLET OF MONTEBELLO
310 WEST WHITTIER BLVD.
MONTEBELLO, CA 90640-5324

Deliver by**Ship Via****Freight Terms**

Originator David J Kim

Resolution Number

Payment Terms 30

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	1.0000	SVC	Miscellaneous	\$40,000.0000	\$40,000.00
<i>Item Description</i> Vehicle Fleet Maintenance and Repair Services (Police)					

Total Due \$40,000.00

Special Instructions



Bill To
Accounts Payable
1600 W. Beverly Blvd.
Montebello , CA 90640

Ship To
Police Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Reprint Purchase Order
No. 2022-00000477

12/29/21

Vendor 29160 FORD OF MONTEBELLO

Contact
FORD OF MONTEBELLO
2747 VIA CAMPO
MONTEBELLO, CA 90640

Deliver by
Ship Via
Freight Terms
Originator David J Kim
Resolution Number
Payment Terms 30

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	1.0000	SVC	Miscellaneous	\$40,000.0000	\$40,000.00
<i>Item Description</i> Vehicle Fleet Maintenance and Repair Services (Police)					

Total Due \$40,000.00

Special Instructions



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, Director of Public Works

SUBJECT: Authorize the Payment of Invoices from Johnson Controls, Inc.

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that City Council take the following actions:

- 1) Authorize the payment of invoices from Johnson Controls, Inc. (Johnson Controls) in the amount of \$54,168.91; and
- 2) Take such additional, related action(s) that may be desirable.

FISCAL IMPACT

The total amount of the outstanding invoices for Fiscal Year 2021-22 from Johnson Controls is \$54,168.91. If approved, payment of these invoices will be applied to Account No. 100-70-510-6040.60 (General Fund – Parks and Recreation – Government Building Maintenance – Building Maintenance/Repairs). Sufficient funding exists in the Parks and Recreation Department FY 2021-22 budget to pay these outstanding invoices, therefore a budget amendment is not necessary.

BACKGROUND

In April 2018, the City of Montebello issued Request for Proposals (RFP) 18-44 for Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repairs. Through this process, the City selected Johnson Controls. Since being awarded, Johnson Controls has consistently provided satisfactory services.

DISCUSSION

At the beginning of Fiscal Year 2021-22, Public Works established Purchase Order No. 22-63 with Johnson Controls for annual HVAC maintenance and repair in the amount of \$127,900. During the year, additional, unanticipated maintenance and repair services were required to ensure the HVAC system was functioning correctly, operating efficiently to conserve energy and reduce the City's carbon footprint, and air filters were regularly changed to reduce the spread of the COVID-19 virus. As a result, the City incurred invoices beyond the purchase order limit totaling \$54,168.91. City Council approval is required to process and pay these invoices.

SUMMARY

Staff requests that the City Council authorize payment of invoices from Johnson Controls in the amount of \$54,168.91.

ATTACHMENT:

A. Attachment A – Invoices – Johnson Control

ATTACHMENT A

Johnson Controls - Invoices



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-118400522498 **Invoice Date:** 06/09/2022
PO #/Auth: 2022-63 **Service Request:** 1-118372572919
Customer WO#: **SR Type:** L&M
Customer Acct: 2631612 **Branch Name:** JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Service Site:
CITY OF MONTEBELLO EMERGENCY
OPERATIONS CENTER
311 S GREENWOOD AVE ,
MONTEBELLO CA 90640-5105

Contractor/License Information :

Requested By: David Sosnowski
Phone: 3238874588

Service Requested: AHU leaking water

Service Provided: Arrive on site.
Checked in at front desk.
Checked in with Antonio.

AHU 1 leaking from cabinet between blower and evaporator. Flushed drain line of all debris. Vacuumed up all excess debris, and water on both sides of the evaporator. Tested drain line with water. Drain line flowing properly and unit is no longer leaking.
Checked unit temperatures.
Supply air reaching below 32 degrees.
Found all zone control dampers to be closed.
Unit is not receiving command to open due to controls being taken out of unit.
Lessened clamp on actuators. Opened all dampers. Tightened clamps on actuators to hold dampers in place.
Checked temperatures. Supply air now at 45 degrees.
Everything working properly at this time.

Will need to change position of zone control dampers in colder season when heating is needed.
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
5	06/07/2022 Regular Mechanical Light	Hour	\$130.50	\$652.50	\$0.00	\$652.50
	Sub-Total			\$652.50	\$0.00	\$652.50
Fees						
1	Fuel Surcharge Adjustment	Each	\$25.00	\$25.00	\$0.00	\$25.00
1	Ppe Supplies	Each	\$10.00	\$10.00	\$0.00	\$10.00
	Sub-Total			\$35.00	\$0.00	\$35.00
Mileage						
75	Mileage	Each	\$1.84	\$138.00	\$0.00	\$138.00
	Sub-Total			\$138.00	\$0.00	\$138.00
				Invoice Sub-Total	\$825.50	
				Sales Tax	\$0.00	

June
Can 6-14-22



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-118400522498	Invoice Date:	06/09/2022
PO #/Auth:	2022-63	Service Request:	1-118372572919
Customer WO#:		SR Type:	L&M
Customer Acct:	2631612	Branch Name:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G
			Total Due USD \$825.50

Direct Billing Inquiries: (866) 819-0230

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 819-0230

To Remit Via Credit Card:
Call the phone number listed above.
INVOICE#: 1-118400522498

AMOUNT DUE: USD \$825.50

John Calvin
6-14-22

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068
To Remit Via ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-117665370837 Invoice Date: 04/20/2022
PO #/Auth: 2022-63 Service Request: 1-116810615573
Customer WO#: SR Type: L&M
Customer Acct: 2631612 Branch Name: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Service Site:
CITY OF MONTEBELLO
TRANSPORTATION DEPT
400 S TAYLOR AVE ,
MONTEBELLO CA 90640-5057

Contractor/License Information :

Requested By: James Coiner
Phone:

Service Requested: Transit Building bearing on a unit may be going out per James

Service Provided: Please see attached service report for full description of service provided.
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
15.75	03/31/2022 Regular Mechanical Heavy	Hour	\$152.10	\$2,395.58	\$0.00	\$2,395.58
3	03/30/2022 Regular Mechanical Heavy	Hour	\$152.10	\$456.30	\$0.00	\$456.30
Sub-Total				\$2,851.88	\$0.00	\$2,851.88
Materials						
1	Pulley, Bolts, Gear, Idler	Each	\$46.94	\$46.94	\$4.47	\$51.41
1	Belts, Pulley, Gear	Each	\$360.38	\$360.38	\$34.22	\$394.60
1	Bearing, Pulleys, Bolts	Each	\$446.76	\$446.76	\$42.45	\$489.21
Sub-Total				\$854.08	\$81.14	\$935.22
Fees						
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
3	Fuel Surcharge Adjustment	Each	\$25.00	\$75.00	\$0.00	\$75.00
3	Ppe Supplies	Each	\$10.00	\$30.00	\$0.00	\$30.00
Sub-Total				\$150.00	\$0.00	\$150.00
Mileage						
206	Mileage	Each	\$1.84	\$379.04	\$0.00	\$379.04
Sub-Total				\$379.04	\$0.00	\$379.04
Invoice Sub-Total					\$4,235.00	
Sales Tax					\$81.14	
Total Due					USD	\$4,316.14

Direct Billing Inquiries: (866) 819-0230

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical,



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-117665370837	Invoice Date:	04/20/2022
PO #/Auth:	2022-63	Service Request:	1-116810615573
Customer WO#:		SR Type:	L&M
Customer Acct:	2631612	Branch Name:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 819-0230

To Remit Via Credit Card:
Call the phone number listed above.

INVOICE#: 1-117665370837

AMOUNT DUE: USD \$4,316.14

Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-117837761873	Invoice Date:	05/13/2022
PO #/Auth:	2022-63	Your Agreement:	City of Montebello Citywide HVAC PSA 21-22 YR 1/2
Customer Acct:	2631612	Agreement Number:	1-105627648680
Customer WO#:		Service Request:	
		Branch:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Service Site:
See Locations listed below

Contractor/License Information :

Planned Service Agreement Services Performed: For period from 12-May-2022 to 11-Jun-2022.

Locations included in your Agreement

QUIET CANNON MONTEBELLO	901 VIA SAN CLEMENTE	MONTEBELLO,CA USA	90640-1610
CITY HALL	1600 W BEVERLY BLVD	MONTEBELLO,CA USA	90640-3932
SR CITIZEN CENTER	115 S TAYLOR AVE	MONTEBELLO,CA USA	90640-5021
HOLIFIELD PARK LIBRARY AND COMMUNITY CENTER	1060 S GREENWOOD AVE	MONTEBELLO,CA USA	90640-6030
CATHY HENSEL YOUTH CENTER	236 GEORGE HENSEL DR	MONTEBELLO,CA USA	90640-5058
REGGIE RODRIGUEZ PARK COMMUNITY CENTER	200 W MINES AVE	MONTEBELLO,CA USA	90640
FIRE STATION 55	600 N MONTEBELLO BLVD	MONTEBELLO,CA USA	90640-3538
FIRE STATION 56	1166 S GREENWOOD AVE	MONTEBELLO,CA USA	90640-6004
FIRE STATION 57	2950 W VIA ACOSTA	MONTEBELLO,CA USA	90640-2218
ACUNA PARK COMMUNITY CENTER	1700 W VICTORIA AVE	MONTEBELLO,CA USA	90640-3128
FREMONT ELEM CHILD CARE BUNGALOW	200 W MADISON AVE	MONTEBELLO,CA USA	90640-4431
WASHINGTON ELEM CHILD CARE BUNGALOW	1400 W MADISON AVE	MONTEBELLO,CA USA	90640-4132
GREENWOOD ELEM CHILD CARE BUNGALOW	900 S GREENWOOD AVE	MONTEBELLO,CA USA	90640-5816
POTRERO HEIGHTS PARK COMM. CENTER	8051 ARROYO DR	MONTEBELLO,CA USA	90640-2102
TRANSPORTATION DEPARTMENT	400 S TAYLOR AVE	MONTEBELLO,CA USA	90640-5057
COMMUNICATION SITES	1343 N MONTEBELLO BLVD	MONTEBELLO,CA USA	90640-2585
EMERGENCY OPERATIONS CENTER	311 S GREENWOOD AVE	MONTEBELLO,CA USA	90640-5105



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-117837761873 Invoice Date: 05/13/2022
PO #/Auth: 2022-63 Your Agreement: City of Montebello Citywide HVAC PSA 21-22 YR 1/2
Customer Acct: 2631612 Agreement Number: 1-105627648680
Customer WO#: Service Request:
Branch: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

POLICE STATION 1600 W BEVERLY BLVD MONTEBELLO,CA USA 90640-3932

Sub Total	\$6,491.66
Sales Tax	\$0.00
Total Amount Due	USD \$6,491.66

Direct Billing Inquiries: (866) 819-0230

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 819-0230

To Remit Via Credit Card:
Call the phone number listed above.

INVOICE #: 1-117837761873

AMOUNT DUE: USD \$6,491.66

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-114173813582 Invoice Date: 01/21/2022
PO #/Auth: 2022-63 Service Request: 1-111478316791
Customer WO#: SR Type: L&M
Customer Acct: 2631612 Branch Name: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Service Site:
CITY OF MONTEBELLO CITY HALL
1600 W BEVERLY BLVD ,
MONTEBELLO CA 90640-3932

Contractor/License Information :

Requested By: James Coiner
Phone:

Proposal : City Hall: Duct work repair
Proposal Date: 12/21/2021
Accepted By: James Coiner

Service Requested: JOHNSON CONTROLS WOULD LIKE TO OFFER THE FOLLOWING REPAIR
(Work Scope)

City Hall- West Side Office space

PROBLEM: Replace damaged duct and registers

CAUSE: Normal wear

SOLUTION: Install new duct and registers

- 1) Pick up component from distributor
- 2) LOTO, verify no voltage
- 3) Remove/Replace
- 4) Secure repaired components & test

Pricing based on NJPA-Sourcewell 030817-031517

Service Provided: As per approved quote, Johnson Controls provide the above scope of work.
Thank you for your business.

 6-14-22		Total Quote Price	\$27,962.58
		Sales Tax	\$0.00
Total Amount Due		USD	\$27,962.58

Direct Billing Inquiries: (866) 819-0230

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JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-114173813582	Invoice Date:	01/21/2022
PO #/Auth:	2022-63	Service Request:	1-111478316791
Customer WO#:		SR Type:	L&M
Customer Acct:	2631612	Branch Name:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 819-0230

To Remit Via Credit Card:
Call the phone number listed above.

INVOICE#: 1-114173813582

AMOUNT DUE: USD \$27,962.58

Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

James Chen
6-14-22



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-117364985014 Invoice Date: 04/08/2022
PO #/Auth: 2022-63 Service Request: 1-117122069071
Customer WO#: SR Type: L&M
Customer Acct: 2631612 Branch Name: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Service Site:
CITY OF MONTEBELLO
TRANSPORTATION DEPT
400 S TAYLOR AVE ,
MONTEBELLO CA 90640-5057

Contractor/License Information :

Requested By: James Coiner
Phone:

Service Requested: Customer has window units, would like 3 of the window units removed, and replace with new they have window units Per James

Service Provided: Assisted Julio with installing units.
Arrived on site and checked in with James. Followed all LOTO procedures while performing repair. Disconnected and removed old window units. Installed new window units mounting with existing brackets. Sealed units around opening to prevent air loss. Tested unit operations. Set temperature to 68F per customer request. Turned off portable units to test that newly installed window units could maintain the space. Job Complete
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
16	04/06/2022 Regular Mechanical Light	Hour	\$130.50	\$2,088.00	\$0.00	\$2,088.00
Sub-Total				\$2,088.00	\$0.00	\$2,088.00
Fees						
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
2	Fuel Surcharge Adjustment	Each	\$25.00	\$50.00	\$0.00	\$50.00
2	Ppe Supplies	Each	\$10.00	\$20.00	\$0.00	\$20.00
Sub-Total				\$115.00	\$0.00	\$115.00
Mileage						
148	Mileage	Each	\$1.84	\$272.32	\$0.00	\$272.32
Sub-Total				\$272.32	\$0.00	\$272.32
Invoice Sub-Total						\$2,475.32
Sales Tax						\$0.00
Total Due					USD	\$2,475.32

James Coiner 6-14-22

Direct Billing Inquiries: (866) 819-0230

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-117364985014	Invoice Date:	04/08/2022
PO #/Auth:	2022-63	Service Request:	1-117122069071
Customer WO#:		SR Type:	L&M
Customer Acct:	2631612	Branch Name:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 819-0230

To Remit Via Credit Card:
Call the phone number listed above.

INVOICE#: 1-117364985014

AMOUNT DUE: USD \$2,475.32

Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-114997056656	Invoice Date:	02/11/2022
PO #/Auth:	2022-63	Service Request:	1-109596208122
Customer WO#:		SR Type:	L&M
Customer Acct:	2631612	Branch Name:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Service Site:
CITY OF MONTEBELLO POLICE STATION
1600 W BEVERLY BLVD ,
MONTEBELLO CA 90640-3932

Contractor/License Information :

Requested By: James Coiner
Phone:

Service Requested: James required 3rd Floor VAV's Boilers readings are not correct 140 degrees, return 40 degrees

Service Provided: Assisted Tyler and Julio with checking operations of the VAV boxes in the third floor admin area. Found the boiler and hot water pumps were not running upon arrival and only come online intermittently. Controls vendor on site left the boiler and pumps overridden to maintain hot water at the VAVs.

Arrived on site and checked in with James. Followed all LOTO procedures while troubleshooting. Performed maintenance on VAV boxes: 1311, 1309, 1308, 1307. Removed access panels and cleaned coils with coil brush and vacuum. Inspected damper operation. Inspected electrical. Vented air from water lines. Tested unit operations and verified proper procedure of mechanical parts. Units heating and providing 94-100F supply air. Discussed with customer if unit issues persist after cleaning coils, can return to verify proper air flow out of coils.

1311: manually opened valve, then unit heating; left valve manually open. Verified valve and actuator functioning. No call to actuator when stat calling

1307: actuator coming in and out, possibly controls issue;

Arrived on site.

Checked in at front desk.

Opened up 1311, 1309, 1308, 1303, 1307, 1304 vav boxes. Cleaned coils with brush and cleaner. Took before and after pictures. Checked all actuators.

1307 switching from manual to bypass before reaching set point. Checked all wiring for loose connections. No loose connections found at this time. After ruling out all mechanical possibilities, suspect control issue is at hand.

Will return next available Friday to continue cleaning and any possible troubleshooting.

Help with VAV maintenance

Arrived on site and checked in with James. Followed all LOTO procedures while troubleshooting. Performed maintenance on VAV boxes: 1301, 1302, 1305, 1306, 1310, 1312, 1313, 1314, 1315, 1316, 1326. Removed access panels and cleaned coils with coil brush and vacuum. Inspected damper operation. Inspected electrical. Vented air from water lines. Tested unit operation

Thank you for your business.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-114997056656 Invoice Date: 02/11/2022
PO #/Auth: 2022-63 Service Request: 1-109596208122
Customer WO#: SR Type: L&M
Customer Acct: 2631612 Branch Name: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
8	02/09/2022 Regular Mechanical Light	Hour	\$152.10	\$1,216.80	\$0.00	\$1,216.80
7.5	01/21/2022 Regular Mechanical Light	Hour	\$152.10	\$1,140.75	\$0.00	\$1,140.75
16	01/14/2022 Regular Mechanical Light	Hour	\$152.10	\$2,433.60	\$0.00	\$2,433.60
8	01/07/2022 Regular Mechanical Light	Hour	\$152.10	\$1,216.80	\$0.00	\$1,216.80
8	01/07/2022 Regular Mechanical Heavy	Hour	\$152.10	\$1,216.80	\$0.00	\$1,216.80
14.5	12/17/2021 Regular Mechanical Light	Hour	\$152.10	\$2,205.46	\$0.00	\$2,205.46
3.75	12/17/2021 Regular Mechanical Heavy	Hour	\$152.10	\$570.38	\$0.00	\$570.38
Sub-Total				\$10,000.59	\$0.00	\$10,000.59
Fees						
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
9	Fuel Surcharge Adjustment	Each	\$15.00	\$135.00	\$0.00	\$135.00
9	Ppe Supplies	Each	\$10.00	\$90.00	\$0.00	\$90.00
Sub-Total				\$270.00	\$0.00	\$270.00
Mileage						
993	Mileage	Each	\$1.84	\$1,827.12	\$0.00	\$1,827.12
Sub-Total				\$1,827.12	\$0.00	\$1,827.12
Invoice Sub-Total						\$12,097.71
Sales Tax						\$0.00
Total Due					USD	\$12,097.71

Direct Billing Inquiries: (866) 819-0230

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

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JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-114997056656	Invoice Date:	02/11/2022
PO #/Auth:	2022-63	Service Request:	1-109596208122
Customer WO#:		SR Type:	L&M
Customer Acct:	2631612	Branch Name:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

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Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
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CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance

SUBJECT: **Adopt Resolution No. 22-53 to Approve City's Annual Investment Policy**

DATE: June 22, 2022

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-53 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.

FISCAL IMPACT

Approval of the updated Investment Policy Statement has no immediate fiscal impact. State Government Code requires annual review and approval of the investment policy by a City's governing body, even if no changes are made to the policy.

The attached Policy remains unchanged from the June 23, 2021 version approved by the City Council. Staff is bringing the policy for City Council review and approval so this process is aligned with the annual budget development and adoption.

BACKGROUND

State Government Code requires cities to have a City Council approved investment policy that guides the investment of idle cash. The policy is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate goal of the policy is to enhance the economic status of the City while protecting funds under management and meeting daily cash flow needs.

The City of Montebello has an investment policy statement most recently reviewed, approved and updated on June 23, 2021 (and prior to that, August 19, 2019 and October 28, 2020). Government Code requires an annual review and approval of the investment

policy statement – even if no changes are made. The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. The irregular nature of review and updating of the policy required a much more thorough updating as part of October, 2020. The June 23, 2021 update was routine, as the review process is aligned on an annual basis and coincides with budget review and adoption (or follows shortly thereafter, as is the case with this approval).

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program in 2021. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello.

There are no changes to the attached award winning policy for Fiscal Year 2022-23. However, given the irregularity of prior reviews and approval, Staff is aligning this process to coincide with annual budget development and adoption. The plan going forward will be to present the investment policy, as required by Government Code, annually in June.

The policy (Attachment B) fully incorporates Government Code Section 53601 et al allowable investments. Having the ability to further diversify funds, and improve safety and liquidity while also gaining some yield is a prudent move. Staff will work with the City Treasurer and Fiscal Accountability and Investment Committee to further diversify the City's investment portfolio, improving overall financial management and responsiveness of the portfolio to changing economic conditions.

SUMMARY

The City Council is being asked to adopt a resolution approving the Investment Policy Statement of the City and Successor Agency. There are no changes to the investment policy, and it remains identical to the version adopted on June 23, 2021. This approval will continue the re-alignment of investment policy consideration so that it occurs annually in June.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-53
- B. Attachment B – Investment Policy Statement of the City and Successor Agency

ATTACHMENT A

RESOLUTION NO. 22-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING AN UPDATED INVESTMENT POLICY STATEMENT FOR THE CITY AND SUCCESSOR AGENCY

RECITALS

WHEREAS, State Government Code Section 53646(a) sets guidelines for how local officials should submit an investment policy; and,

WHEREAS, Government Code requires the investment policy to be considered, reviewed and approved annually at a public meeting; and,

WHEREAS, the Investment Policy Statement of the City and Successor Agency was last reviewed and considered by the City Council on June 23, 2021; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. Investments of City funds shall be made in accordance with the Investment Policy Statement attached hereto as Exhibit A and made part hereof.

SECTION 2. The policies adopted by this resolution are in addition to and supplement any other legal requirements.

SECTION 3. The City Treasurer and/or Director of Finance shall deliver a copy of the Investment Policy Statement to any and all financial institutions which hold City and/or Successor Agency funds and investments.

SECTION 4: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

RESOLUTION NO. 22-53

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-53 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



City and Successor Agency Montebello

Investment Policy Fiscal Year 2022-23

**Adopted by City Council
June 2022**

City/Successor Agency of Montebello
Investment Policy

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1. INTRODUCTION

This Statement of Investment Policy (“Investment Policy” or “Policy”) is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City and Successor Agency. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq. (NOTE: throughout this Policy, it is understood that any reference to “City” is inclusive of the “Successor Agency.”)

2. SCOPE

This investment policy applies to all of the City's idle cash invested in various vehicles and encompasses all monies under the direct oversight of the City Treasurer and Director of Finance and include the General Fund, Reserve Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Fund, Proprietary Funds, Trust and Agency Funds, including the Successor Agency to the Dissolved Montebello Redevelopment Agency, and any other funds that may be created. These funds are accounted for in the City of Montebello's Comprehensive Annual Financial Report (CAFR).

3. DELEGATION OF AUTHORITY

Authority to manage the City of Montebello's investment program is derived from California Government Code Section 53601 et al. The authority of the City Council to invest or reinvest monies of the City has been delegated by the City Council to the City Treasurer and Director of Finance until such time the delegation is revoked. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

4. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or that impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests that could be related to the performance of the City's investment policy annually with the California Fair Political Practices Commission or as necessary under the Political Reform Act and Government Code Section 1090 et seq.

5. PRUDENCE/PRUDENT INVESTOR STANDARD

The City's pooled investment program operates under the Prudent Investor Standard, Government Code Section 53600.3, and applicable State laws. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, responsible/delegated officials shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired and sold as authorized by law. This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible by the State of California, various bond indentures and this policy. It is the goal of officials so authorized under this Policy to strive to invest 100 percent of idle funds.

6. INTERNAL CONTROLS

The Director of Finance and/or his/her designee shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolios. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

7. INVESTMENT OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling funds to be invested to the fullest extent possible. A diversified portfolio is maintained to accomplish the primary objectives in the order of safety, liquidity, and yield.

Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. Credit risk is mitigated by monitoring financial institutions with which he/she will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as nationally recognized statistical-rating organization (NRSRO) services are utilized for this review. Mitigation of interest rate risk is sought through diversification of instruments as well as maturities.

Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through the purchase of a diversity of instruments to include those with active secondary markets, those that can match maturities to expected cash needs, and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met. The portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the City will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

8. PERFORMANCE EVALUATION

Investment performance is continually monitored and evaluated by the City. Investment portfolio reports are generated on a monthly and quarterly basis and submitted to the City Council, City Manager, and Investment Committee. A quarterly Treasurer's report is also presented to the City Council and Investment Committee.

9. DIVERSIFICATION

The City will diversify use of investment instruments to avoid unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

Market price volatility shall be controlled through maturity diversification, as well as ensuring adequate liquidity is available to meet cash flow requirements, thereby precluding the need to sell instruments at a market loss.

Risk of default will be controlled by acquiring instruments such as Government Securities, or by diversifying the portfolio within the constraints and parameters of Section 17 of this Policy, Authorized and Suitable Investments.

10. PORTFOLIO SEGREGATION

Within the overall funds managed, bond proceeds held by fiscal agents or trustees shall also be segregated and invested in accordance with each indenture.

The primary purpose of any separately managed bond proceeds is to structure investment maturities to meet current and future liabilities. The preservation of principal and the maintenance of liquidity are the most important factors regarding the investment of bond proceeds. Portfolio yield is not a primary factor since the portfolio structure, eligible investment assets and maturity restrictions are governed by draws and expenditure schedules of the issues. Performance will be based upon maximizing permitted positive arbitrage within the context of principal preservation as a first priority (pre-1986 Tax Reform Act issuances) or minimizing or eliminating negative arbitrage (yield-restricted issues).

11. BOND ISSUANCE ARBITRAGE REBATE

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings to the U.S. Treasury for investment returns that exceed the allowable interest earnings limit of each bond issue. The arbitrage calculation process must be conducted for the investment of proceeds of bond issues sold after the effective date of this law. This arbitrage calculation will be contracted out to provide the necessary technical expertise to comply with this regulation. The City's investment position relative to the interest rate arbitrage restrictions is to have safety and the highest permitted return the law allows as the highest priority while ensuring the preservation of principal and liquidity.

12. QUALIFIED DEALERS

The City shall transact business only with Registered Investment Advisors, national or state-chartered banks, savings and loans, and broker dealers. The dealers should be primary dealers regularly reporting to the New York Federal Reserve Bank, or approved regional or secondary market dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

Authorized officials of the City may direct a fiscal agent or trustee to execute investment transactions on behalf of the City for funds held by that fiscal agent or trustee.

The City will monitor broker/dealers and their firms to ensure they are in good standing with the appropriate regulatory agencies.

13. SAFEKEEPING OF SECURITIES

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement or, in the case of funds held by the fiscal agent or trustee, the fiscal agent or trustee shall segregate and report securities held on the City's behalf. Any trade executed by a dealer is required to settle on a delivery versus payment basis with the City's safekeeping agent.

Fiscal agents or trustees in receipt of City of Montebello bond proceeds will settle security transactions on a delivery versus payment method based upon instructions provided by the authorized City official or the City's investment advisor. The fiscal agents or trustees will issue monthly custodian statements evidencing securities held in safekeeping, including the receipt of interest and maturity proceeds, the disbursement of funds for the purchase of securities, and the receipt of any sale proceeds.

14. COLLATERALIZATION

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City.

- The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:
 - U.S. Treasury Securities: 110%
- The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:
 - U.S. Treasury Securities: 102%
 - U.S. Government Agencies: 102%
- It is the policy of the City to require reports at least on a quarterly basis from institutions with which the City has pledged security interest. The adequacy of collateralization shall be monitored to ensure that balances are collateralized in accordance with the ratios approved herein.
- With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.
- Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

15. MAXIMUM MATURITIES

In accordance to California Government Code Section 53601, The City will not invest in any securities maturing more than five (5) years from the settlement date of purchase. If there is a desire to make investments longer than five years, express authority to make those investments, either specifically or as part of an investment program, must be approved by the City Council no less than three months prior to the investment.

16. INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

A thorough investigation of any government sponsored pool and/or mutual fund is required prior to investing and on a continual basis. There shall be a questionnaire completed which will provide the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often and what size of deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund utilizes reserves, retained earnings, etc.
- A fee schedule, including when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and special district funds, and a description of its practices.

17. AUTHORIZED AND SUITABLE INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized:

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SECTIONS
U.S. Treasury Obligations	5 years	None	None	53601(b)
U.S. Agency Obligations	5 years	None	None	53601(f)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
Local Agency Bonds	5 years	None	‘A’ rating category or its equivalent or better	53601(a)
Bankers’ Acceptances	180 days	40%	None	53601(g)
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)
Medium-Term Notes	5 years or less	30%	“A” rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)

Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

- A. United States Treasury Obligations: Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the portfolio that can be invested in this category.
- B. United States Agency Obligations: Issued by United States Federal agencies or government-sponsored enterprise obligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Although there is no percentage limitation on these issues, the "prudent investor" standard shall apply to investments from a single agency.
- C. State Obligations (California/Other States) and California Local Agency Obligations: Registered state warrants or treasury notes or bonds of the State of California or any of the other 49 states and bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled or operated by the state or local agency or by a department, board, agency or authority of the state or local agency.
- D. Local Agency Bonds: Includes bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by a NRSRO.
- E. Bankers' Acceptances: If purchased may not exceed 180 days to maturity or 40 percent of the cost (book) value of the portfolio. No more than 5 percent of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank. Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank. Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.
- F. Commercial paper (Pooled and Non-Pooled Funds): Ranked of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by NRSRO and issued by a domestic corporation having assets in excess of \$500 million. The commercial paper must also have an "A" or better rating for the issuer's debt, other than commercial paper, if any, as

provided by a NRSRO. Purchase of commercial paper from corporations on negative credit watch by a major rating agency shall be prohibited. Purchases of eligible commercial paper may not exceed 270 days to maturity.

- G. Negotiable and Non-Negotiable Certificates of Deposit (including Placement Service Deposits/Certificates of Deposit): Negotiable Certificates of Deposit are limited to 30% of the City's monies which may be invested, with no maximum limit for Non-Negotiable Certificates of Deposit. Placement Service Deposits/Certifications of Deposit have a limit of 50% of the portfolio.
- H. Repurchase agreements: The City may invest in repurchase agreements with banks and primary dealers with whom the City has entered into a master repurchase agreement that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.
- I. Reverse repurchase agreements/Securities Lending Agreements: The City may invest in reverse repurchase agreements only with those banks and primary dealers with whom the City has entered into a master repurchase agreement outlining terms and conditions of repurchase and reverse repurchase agreements.
- J. Corporate medium term notes: Issued by a domestic corporation having an "A" or better rating criteria at time of purchase on its long-term debentures as provided by a NRSRO. The aggregate total of all purchased medium term notes may not exceed 30 percent of the cost value of the portfolio. No more than 5 percent of the cost value of the portfolio may be invested in corporate medium term notes issued by any one corporation. Commercial paper and bankers' acceptance holdings shall be considered when calculating the maximum percentage in any issuer name.
- K. Mutual Funds/Money market mutual funds: Having a rating of "AAA" or an equivalent by no less than two NRSRO with no load and maintained at \$1 par value. No more than 20 percent of the cost value of portfolio value at time of purchase should be invested in this category, and the City's investment in any specific mutual fund will not exceed 10 percent of that mutual fund's total assets.
- L. Mortgage Pass-through and Asset Backed Securities: A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.
- M. County Pooled and/or Joint Powers Authority Investment Funds: The city may invest in a joint powers authority organized pool that invests in the securities and obligations authorized in 53601(a) to (q) inclusive. There is no limitation as to the percentage of monies that can be invested in either a County or Joint Powers Authority pool

- N. Local Agency Investment Fund: The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
- O. Supranational Obligations: Securities of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated “AA” or better by an NRSRO and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

18. INELIGIBLE INVESTMENTS

Investments not described herein including, but not limited to, equity securities such as common stocks, preferred stocks, convertibles, inverse floaters, range notes and interest-only strips that are derived from a pool of mortgages are prohibited from use in this portfolio. The City is prohibited from entering into a margin agreement and/or borrowing on margin.

19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City’s investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

20. PORTFOLIO REPORTING

In accordance with California Government Code, Sections 53607 and 53646(b), the Director of Finance shall provide on a monthly and quarterly basis an investment portfolio report to the City Council. The report shall include a listing of each of the City’s investments (a description that adequately describes the security), the purchase date, maturity date, cost basis, current cost value (book value), interest rate, weighted average maturity, current unrealized loss or gain and a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity. Various investment types will be categorized and grouped in the same structure as the qualified investment categories identified in this policy. The

portfolio report shall include a statement certifying the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The investment portfolio report shall include market value information for all investments. A monthly market value will be obtained for each security owned by the City. For purposes of reporting, the market value of each security may be obtained from the City's custodian bank or other pricing source(s) utilized by the City's designated investment management firm (registered investment advisor).

The City shall record interest revenue on a modified accrual basis of accounting that is typical for reporting and recording of interest earnings. Securities held by a fiscal agent or trustee shall also be recorded on a modified accrual basis of accounting. The Director of Finance will report year-end investments in conformance with Governmental Accounting Standards Board Statement Nos. 31, 40, and 72.

21. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 17, Authorized and Suitable Investments, at the time of purchase. A quarterly review of investments will be done to identify any securities that are no longer in compliance.

22. INVESTMENT POLICY ADOPTION

The City Council shall review and adopt this Investment Policy by resolution annually.

GLOSSARY

AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB).

ASSET BACKED SECURITIES - Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

ASK/OFFER – The price at which securities are offered. (The price at which a firm will sell a security to an investor)

BANKERS' ACCEPTANCE (BA) – A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BASIS POINT – One one-hundredth of a percent (i.e., 0.01 percent)

BEAR MARKET – A period of generally pessimistic attitudes and declining market prices.

BID PRICE – The price at which a broker/dealer will buy securities from an investor.

BOND EQUIVALENT YIELD – The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE) – The purchase price of the security as recorded on the City's books.

BROKER – An individual or firm acting as intermediary by purchasing and selling securities for others.

BULL MARKET – A period of generally optimistic attitudes and increasing market prices.

CALLABLES – Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CMT – Constant Maturity Treasury – An index of the average yield on United States Treasury securities adjusted to a constant maturity.

COLLATERAL – Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - The official annual financial report of the City. It includes combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE MEDIUM TERM NOTE – A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) – The purchase price of the security as recorded on the City's books.

COUPON – a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

DEALER – An individual or firm acting as principal in a security transaction.

DEBENTURE - A bond secured only by the general credit of the issuer.

DELIVERY VS PAYMENT - Delivery of securities with a simultaneous exchange of money.

DEMAND ACCOUNT – An account with a commercial bank from which check withdrawals may be made at any time.

DERIVATIVES – Financial products that are dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT – The difference between the cost price of a security and its par value when the cost is lower than par. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION – Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE – Interest rate charged by one institution lending federal funds to another.

FEDERAL OPEN MARKET COMMITTEE (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FINANCIAL ADVISOR – A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT – A financial institution which performs payment of principal and interest to bondholders, and certain administrative duties on the bond issuer's behalf.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD – The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

INTERNAL RATE OF RETURN – Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE – The price at which a security is trading, usually the liquidation value.

MASTER REPURCHASE AGREEMENT – A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the

transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MONEY MARKET MUTUAL FUNDS – Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant \$1 a share, with the interest rate increasing or decreasing.

MORTGAGE PASS-THROUGH SECURITIES – A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) – A rating organization designated by the SEC as being nationally recognized.

OFFER PRICE – The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS – Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS – Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO – Collection of securities held by an investor.

PREMIUM – The difference between the cost price of a security and its par value, when the cost is higher than par.

PRIMARY DEALER – A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account-holders.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (REPO) – A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate them for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) – A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specific date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to repo, the purpose of entering

into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING – The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C) 3-1 – See Uniform Net Capital Rule.

SPREAD – a) The yield or price difference between the bid and offer on an issue; b) the yield or price difference between different issues.

SUPRANATIONALS – International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

SWAP – The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS – U.S. Treasury securities that have initial maturities of more than 10 years.

TREASURY NOTES – Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one year to ten years.

TRUSTEE – A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNIFORM NET CAPITAL RULE – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.

WHEN ISSUED BASIS (WI) – A term applied to securities that are traded before they are actually issued with the stipulation that transactions are null and void if securities are not issued.

YIELD CURVE – Yield calculations of various maturities at a given time to observe spread difference.

YIELD TO MATURITY – The current coupon yield minus any premium above par, or plus any discount from par in the purchase price with the adjustment spread over the period from date of purchase to maturity.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael A. Solorza, Director of Finance

SUBJECT: **Authorize Issuing a Request for Proposals to Hire a Consultant to Conduct an Asset Inventory Update**

DATE: June 22, 2022

RECOMMENDATIONS:

It is recommended that City Council take the following actions:

- 1) Authorize the issuing of a Request for Proposals (RFP) to hire a consultant to conduct an asset inventory review and update; and
- 2) Take such additional, related action(s) that may be desirable.

FISCAL IMPACT

Issuing this RFP does not have a direct cost associated. At this point, the exact cost of service is unknown. Once the selection process is complete, staff will return to City Council requesting approval of a professional services agreement if the total cost of service is \$50,000 or more. If the service price is less than \$50,000, the Department will seek the City Manager's approval to proceed (*Montebello Municipal Code Chapter 3.20 – Purchasing System*).

BACKGROUND

Montebello is a full-service city that provides various services to meet the needs of residents, business owners, and visitors. As part of delivering services to the community, the City regularly obtains necessary supplies and equipment to ensure services are provided efficiently and effectively. Equipment with a value over a specific dollar amount (typically \$5,000) and/or acquired under particular conditions (e.g., grant funds, donations) must be tracked in the City's asset management system, which is maintained by the Finance Department with the assistance of other city departments.

Authorize Issuing a Request for Proposals to Hire a Consultant to Conduct an Asset Inventory Update

Page 2 of 2

DISCUSSION

The City currently uses an asset inventory tracking system that involves using the asset tracking module in New World Systems (i.e., the City's financial system) and spreadsheets. The existing system has been an effective tool to meet the City's needs; however, conducting an independent, comprehensive inventory would improve the current system and better position the City as it acquires more assets to handle increased service demand.

The primary objectives of this project are: 1) reviewing existing equipment lists to ensure accuracy; 2) ensure all city-owned equipment is tagged correctly under existing policy guidelines; 3) locate any equipment that is not included on the existing equipment list and update it as necessary; and 4) receive input on and update policy guidelines associated with asset tracking as necessary.

The City must maintain accurate and complete asset records to ensure proper reporting in financial statements issued to external reporting agencies and the public. For this reason, the consultant hired will be required to provide asset records that:

1. Comply with Generally Accepted Accounting Principles (GAAP);
2. Comply with local, state, and grant provisions; and
3. Meet the requirements of GASB 34 financial reporting.

While the aforementioned services could be conducted internally, it is believed that doing so would require a significant amount of time to complete. And it would not be in the City's best interest to assign a group of individuals this task as collateral duties to conduct as time presents. An independent third-party firm conducting the assessment will yield impartial results and would serve the most benefit. For this reason, it is recommended that City Council authorize issuing the RFP for these services.

The services associated with this RFP will focus only on physical assets with a depreciation schedule (e.g., buildings, vehicles, heavy machinery). Later, staff will consider seeking to inventory other items not previously included.

SUMMARY

The Finance Department requests approval to issue an RFP to hire a consultant to conduct an asset inventory review and update. The objective is to obtain a complete and accurate count of all of the City's depreciable assets to ensure all items are accounted for properly and reported accurately in any financial statements.

ATTACHMENT:

- A. Attachment A – Scope of Work (Draft)

**City of Montebello
Scope of Work
Capital Asset Physical Inventory
RFP XX-XX**

Introduction

The City of Montebello is seeking proposals from qualified consulting firms to assist with conducting a comprehensive asset physical inventory. All capital asset records currently reside in the Assets module of New World Systems from Tyler Technologies and Microsoft Excel schedules maintained primarily by the Finance Department. Assets are assigned tag numbers.

The primary objectives of this project are:

Improving financial reporting

The City is responsible for maintaining accurate and complete capital asset records to properly report capital asset information in financial reports issued to external reporting agencies and the public. Capital asset records must be adequately maintained to ensure financial statements:

1. Comply with Generally Accepted Accounting Principles (GAAP);
2. Meet the requirements of GASB 34 financial reporting.
3. Comply with grant provisions (if applicable);

Improving accountability and control

The City has a responsibility to establish systems, procedures, and controls to safeguard assets from loss or theft; capital asset records must be sufficient to control the movement and disposition of capital assets and establish accountability for any loss or theft.

Scope of Work/Services

Through this RFP, the City is seeking the following services:

- 1) Review the City's current asset and control policies. Make recommendations as necessary.
- 2) Consultant will provide a physical inspection and inventory of City capital assets and will prepare accounting records for the following capital asset categories:

1. Equipment (All City departments and divisions)
2. Vehicles (All City departments and divisions)
3. Grant Funded Items (Including assets under the City threshold of \$5000 but valued over \$500)
4. Leased vehicles and equipment

- 3) Property accounting records should include the following information for each capital asset:

- a. Asset Description
- b. Manufacturer
- c. Make
- d. Model
- e. Asset/ Tag Number
- f. Serial Number
- g. Asset Location (Department, Building, Room, etc.)
- h. Responsible Department / Division
- i. Valuation of Asset
 - i. Fair Market Value

ATTACHMENT A

- ii. Replacement costs
 - j. Useful Life (for depreciation calculation)
 - k. Asset Class (Classification Codes provided by the City)
 - l. Funding Source (if Grant Funded)
- 4) The consultant will be responsible for providing the capital assets inventory data on a flash or cloud drive in a file format to upload data into the City's capital asset system (New World Systems Capital Asset database).
- 5) The consultant will complete the physical inventory reconciliation to the general ledger and New World Systems Capital Assets database.
- 6) Identify and report on other matters that come to attention in the course of your evaluation that, in your professional opinion, the City should consider.
- 7) Present findings to the City's Finance Department group.
- 8) Prepare a final report.
- 9) The City may elect to hire the consultant to conduct updates as needed to ensure records are up-to-date and accurate.

Accounting/Asset Control Policies

Under the City's capitalization (accounting and reporting) policy, all capital assets with a unit cost of over \$5,000 and a normal life of more than one (1) year will be included in the inventory. In addition, under the City's accountability and control objectives, all Information Technology (IT) and grant funded equipment with a unit cost of \$500 or more will be included in the inventory and subject to tracking.

Equipment Tagging

The selected consultant firm will be responsible for applying bar code tags to machinery and equipment under the City's control policy and objectives and including the tag numbers in the capital asset accounting records. Placement of the tags must be applied in consistent locations with procedures formalized with the City prior to beginning.

RESOLUTION NO. 22-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1533, consisting of 9 pages, and including:

Warrant No.

General: Checks No.596569 through; 596701
ACH No. 2167 through; 2232

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance 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 passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 22nd day of June 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-47

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-47 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
2167	06/02/2022	\$2,694.99	TRAVEL & MEETINGS	3163	BANK OF AMERICA
2168	06/02/2022	\$2,696.44	SUPPLIES	3163	BANK OF AMERICA
2169	06/02/2022	\$7,842,950.94	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
2170	06/02/2022	\$204,000.00	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
2171	06/02/2022	\$434,642.74	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
2172	06/02/2022	\$386,418.68	TRANSFER OUT	17870	THE BANK OF NEW YORK MELLON
2173	06/02/2022	\$531,885.55	TRANSFER OUT	17870	THE BANK OF NEW YORK MELLON
2174	06/02/2022	\$30,000.00	CONTRACT SERVICES	3559	789 INC
2175	06/02/2022	\$6,000.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
2176	06/02/2022	\$75,964.09	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
2177	06/02/2022	\$2,145.46	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
2178	06/02/2022	\$289.41	SUPPLIES	62880	AMERICAN MARKER
2179	06/02/2022	\$53,047.49	CONTRACT SERVICES	3016	ANTARES GOLF LLC
2180	06/02/2022	\$107.33	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2181	06/02/2022	\$2,026.45	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
2182	06/02/2022	\$826.68	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
2183	06/02/2022	\$6,180.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
2184	06/02/2022	\$4,155.54	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
2185	06/02/2022	\$354.50	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
2186	06/02/2022	\$32,686.52	CONTRACT SERVICES	2793	IBE DIGITAL
2187	06/02/2022	\$4,472.60	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
2188	06/02/2022	\$499.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
2189	06/02/2022	\$301.74	TRAINING	116	ADAM MITCHELL



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2190	06/02/2022	\$862.75	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC
2191	06/02/2022	\$133.87	SUPPLIES	1120	BLUETRITON BRANDS INC
2192	06/02/2022	\$11,563.10	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
2193	06/02/2022	\$43,059.97	FUEL INVENTORY	1059	AMBER RESOURCES LLC
2194	06/02/2022	\$318.64	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
2195	06/02/2022	\$104.40	TRAINING	2287	STACEY SMITH
2196	06/09/2022	\$253.75	SUPPLIES	3163	BANK OF AMERICA
2197	06/09/2022	\$1,326.50	TRAINING	3163	BANK OF AMERICA
2198	06/09/2022	\$1,139.76	TRAVEL & MEETINGS	3163	BANK OF AMERICA
2199	06/09/2022	\$991.38	SUPPLIES	3163	BANK OF AMERICA
2200	06/09/2022	\$485.89	SUPPLIES	3163	BANK OF AMERICA
2201	06/09/2022	\$38,091.75	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE W	37720	ADVANCED APPLIED ENGINEERING INC
2202	06/09/2022	\$72,283.56	IMPROVEMENTS OTHER THAN BUILDING	3411	AIM CONSULTING SERVICES
2203	06/09/2022	\$256.46	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
2204	06/09/2022	\$7,457.03	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2205	06/09/2022	\$3,033.90	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
2206	06/09/2022	\$43,941.59	CONTRACT SERVICES	3016	ANTARES GOLF LLC
2207	06/09/2022	\$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
2208	06/09/2022	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
2209	06/09/2022	\$399.99	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2210	06/09/2022	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
2211	06/09/2022	\$1,685.17	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
2212	06/09/2022	\$2,243.04	SUPPLIES	2455	THE ILLINI COMPANIES INC
2213	06/09/2022	\$24,568.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
2214	06/09/2022	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2215	06/09/2022	\$2,200.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES
2216	06/09/2022	\$138.29	TRAINING	2533	LAURENCE GONG
2217	06/09/2022	\$240.22	TRAINING	3196	MICAH HERD
2218	06/09/2022	\$4,901.74	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC
2219	06/09/2022	\$974.40	IMPROVEMENTS OTHER THAN BUILDING	1612	JCL TRAFFIC SERVICES
2220	06/09/2022	\$5,981.75	CONTRACT SERVICES	2892	KTU & A
2221	06/09/2022	\$2,780.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
2222	06/09/2022	\$636,581.68	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC
2223	06/09/2022	\$3,124.00	CONTRACT SERVICES	3028	ONWARD ENGINEERING
2224	06/09/2022	\$347.37	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
2225	06/09/2022	\$5,891.55	FUEL	1059	AMBER RESOURCES LLC
2226	06/09/2022	\$53.21	TRAINING	2985	KEVIN SAYCOCIE
2227	06/09/2022	\$339.18	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
2228	06/09/2022	\$3,403.73	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
2229	06/09/2022	\$114.98	SUPPLIES	3088	WAXIES ENTERPRISES LLC
2230	06/09/2022	\$500.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
2231	06/09/2022	\$67.90	CONTRACT SERVICES	3140	WEX HEALTH INC
2232	06/09/2022	\$712.22	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTALS		\$10,889,802.85			
596569	06/01/2022	\$1,250.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
596570	06/02/2022	\$897.00	EDUCATION REIMBURSEMENT	3547	ZACHARY HUMBER
596571	06/02/2022	\$61.29	FUEL	3150	SANDRA OLIVAS
596572	06/02/2022	\$456.56	UTILITY SERVICES	23610	VERIZON WIRELESS
596573	06/02/2022	\$7,902.80	AFLAC OTHER	55860	AFLAC



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596574	06/02/2022	\$790.45	UTILITY SERVICES	2257	AIRESPRING INC
596575	06/02/2022	\$283.50	TRAINING	3262	AMERICAN RED CROSS
596576	06/02/2022	\$4,033.09	CONTRACT SERVICES	3588	ANTHONY'S PORTABLE RESTROOMS INC
596577	06/02/2022	\$548.61	TRAVEL & MEETINGS	3650	JOSEFINA ARANA
596578	06/02/2022	\$548.85	UTILITY SERVICES	38380	AT&T
596579	06/02/2022	\$577.87	UTILITY SERVICES	39550	AT&T
596580	06/02/2022	\$4,548.76	CONTRACT SERVICES	299	BALLARD & BALLARD INVESTIGATIONS
596581	06/02/2022	\$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
596582	06/02/2022	\$352.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
596583	06/02/2022	\$672.00	DUES & SUBSCRIPTIONS	54110	CALIFORNIA PEACE OFFICERS ASSOCIATION
596584	06/02/2022	\$677.80	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596585	06/02/2022	\$84.19	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596586	06/02/2022	\$20,067.20	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
596587	06/02/2022	\$46,008.52	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
596588	06/02/2022	\$1,415.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
596589	06/02/2022	\$47.81	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
596590	06/02/2022	\$4,547.81	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
596591	06/02/2022	\$1,372.74	EDUCATION REIMBURSEMENT	3651	STEPHANIE GARCIA
596592	06/02/2022	\$3,702.59	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
596593	06/02/2022	\$323.95	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
596594	06/02/2022	\$6,371.83	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
596595	06/02/2022	\$1,163.27	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
596596	06/02/2022	\$552.86	SUPPLIES	3063	HALO BRANDED SOLUTIONS INC
596597	06/02/2022	\$4,000.00	CONTRACT SERVICES	46870	HDL COREN & CONE
596598	06/02/2022	\$9.66	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596599	06/02/2022	\$2,337.01	COPIER REPAIR/SERVICES	28440	LOS ANGELES COUNTY TAX COLLECTOR
596600	06/02/2022	\$1,947.00	EDUCATION REIMBURSEMENT	36960	WILLIAM MOLINARI JR
596601	06/02/2022	\$18,724.81	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
596602	06/02/2022	\$489.70	SUPPLIES	15620	OFFICE DEPOT INC
596603	06/02/2022	\$13,984.61	CDBG-CV	3526	PATH
596604	06/02/2022	\$130.00	GENERAL GOVERNMENT	2063	LUZ PEREZ
596605	06/02/2022	\$50.56	UTILITY SERVICES	100	PICO WATER DISTRICT
596606	06/02/2022	\$177.69	CONTRACT SERVICES	51	PODS ENTERPRISES INC
596607	06/02/2022	\$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
596608	06/02/2022	\$1,279.34	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
596609	06/02/2022	\$623.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
596610	06/02/2022	\$2,900.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
596611	06/02/2022	\$101.00	SUPPLIES	3576	GINA SKIBAR
596612	06/02/2022	\$143.88	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DIST
596613	06/02/2022	\$35.65	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DIST
596614	06/02/2022	\$431.47	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596615	06/02/2022	\$600.00	CONTRACT SERVICES	28	SUSIE HANSEN
596616	06/02/2022	\$1,622.58	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
596617	06/02/2022	\$812.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
596618	06/02/2022	\$510.00	SUPPLIES	3075	AIMEE GALICIA TORRES
596619	06/02/2022	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
596620	06/02/2022	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
596621	06/02/2022	\$3,916.80	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
596622	06/02/2022	\$6,936.57	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
596623	06/02/2022	\$456.56	UTILITY SERVICES	23610	VERIZON WIRELESS



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596624	06/02/2022	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
596625	06/02/2022	\$200.00	EDUCATION REIMBURSEMENT	3620	DANIEL ZANOLINI
596626	06/02/2022	\$215.00	TRAINING	24500	SAN BERNARDINO SHERIFFS DEPT
596627	06/09/2022	\$136.03	CONTRACT SERVICES	1674	1st JON INC
596628	06/09/2022	\$59.03	UTILITY SERVICES	1732	AT&T CORP
596629	06/09/2022	\$263.40	SUPPLIES	22520	HENRY AGUILAR JR
596630	06/09/2022	\$3,440.00	CONTRACT SERVICES	3189	AIRDATA UAV INC
596631	06/09/2022	\$2,500.00	CONTRACT SERVICES	3506	ALLEGRA CONSULTING INC
596632	06/09/2022	\$26,000.00	PREPAID EXPENSES	15200	AMERICAN PUBLIC TRANSPORTATION ASSOC
596633	06/09/2022	\$111.64	UTILITY SERVICES	39550	AT&T
596634	06/09/2022	\$375.00	GENERAL GOVERNMENT	3653	DULCE BELTRAN
596635	06/09/2022	\$1,760.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
596636	06/09/2022	\$7,000.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
596637	06/09/2022	\$672.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOC
596638	06/09/2022	\$11,695.33	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596639	06/09/2022	\$987.81	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596640	06/09/2022	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
596641	06/09/2022	\$13,728.41	CONTRACT SERVICES	3568	CIVICPLUS LLC
596642	06/09/2022	\$9,174.02	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
596643	06/09/2022	\$368.99	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE
596644	06/09/2022	\$12,365.91	VEHICLE MAINTENANCE/EXPENSES	3645	DEROTIC, LLC.
596645	06/09/2022	\$480.00	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
596646	06/09/2022	\$197.05	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
596647	06/09/2022	\$6,037.50	CONTRACT SERVICES	3215	EVAN BROOKS ASSOCIATES INC
596648	06/09/2022	\$2,366.60	SUPPLIES	7610	EWING IRRIGATION PRODUCTS



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596649	06/09/2022	\$4,829.00	CONTRACT SERVICES	3623	EXCLUSIVE AWNINGS INC
596650	06/09/2022	\$29.40	CONTRACT SERVICES	1117	FILE KEEPERS LLC
596651	06/09/2022	\$34,750.00	MACHINERY & EQUIPMENTS	3592	FREEDOM COMMUNICATION TECHNOLOGIES INC
596652	06/09/2022	\$133.87	UNIFORM EXPENSE	55650	GALLS LLC
596653	06/09/2022	\$3,694.19	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
596654	06/09/2022	\$1,136.14	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
596655	06/09/2022	\$300.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
596656	06/09/2022	\$300.00	TRAINING	3655	GABRIEL HINAJOSA
596657	06/09/2022	\$300.00	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
596658	06/09/2022	\$1,000.00	TRAINING	3547	ZACHARY HUMBER
596659	06/09/2022	\$13,000.00	MACHINERY & EQUIPMENTS	3571	I TECH MECHANICAL CONTRACTOR INC
596660	06/09/2022	\$26,995.71	CONTRACT SERVICES	3638	INDEPENDENCE SOLUTIONS INC
596661	06/09/2022	\$41,525.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
596662	06/09/2022	\$10,418.67	SUPPLIES	14950	LINCOLN EQUIPMENT INC
596663	06/09/2022	\$320.00	RECREATION CLASSES	3652	MARK LOPEZ
596664	06/09/2022	\$800,000.00	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
596665	06/09/2022	\$15,028.85	IMPROVEMENTS OTHER THAN BUILDING	3489	MARK THOMAS & COMPANY INC
596666	06/09/2022	\$534.03	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
596667	06/09/2022	\$1,400.00	CONTRACT SERVICES	41130	MIHM INC
596668	06/09/2022	\$385.58	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
596669	06/09/2022	\$30,972.80	BUILDING IMPROVEMENTS	3365	MOHAWK COMMERCIAL INC
596670	06/09/2022	\$300.00	TRAINING	3654	GERSON MORAN
596671	06/09/2022	\$300.00	TRAINING	3656	EDGAR MURANA
596672	06/09/2022	\$600.31	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
596673	06/09/2022	\$3,285.00	SUPPLIES	3002	NUTRIEN AG SOLUTIONS INC



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596674	06/09/2022	\$282.22	SUPPLIES	15620	OFFICE DEPOT INC
596675	06/09/2022	\$456.06	RETIREMENT	42490	LINDA PAYAN
596676	06/09/2022	\$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
596677	06/09/2022	\$175.76	SUPPLIES	503	QUADIENT INC
596678	06/09/2022	\$350.11	SUPPLIES	317	ROAD AMERICA INC
596679	06/09/2022	\$132,000.00	IMPROVEMENTS OTHER THAN BUILDING	2382	SAFE USA INC
596680	06/09/2022	\$10,000.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
596681	06/09/2022	\$20,280.90	DUES & SUBSCRIPTIONS	3293	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
596682	06/09/2022	\$89,641.03	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
596683	06/09/2022	\$5,054.41	PREVENTIVE MAINTENANCE	3176	PHILLIP SISNEROS
596684	06/09/2022	\$19,258.67	BUILDING IMPROVEMENTS	2976	JEREMY P SOMMERS
596685	06/09/2022	\$2,564.47	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
596686	06/09/2022	\$145,121.26	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596687	06/09/2022	\$381.35	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
596688	06/09/2022	\$177.08	CONTRACT SERVICES	3397	STERICYCLE INC
596689	06/09/2022	\$310.19	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
596690	06/09/2022	\$8,282.96	UTILITY SERVICES	526	T-MOBILE USA INC
596691	06/09/2022	\$23.40	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
596692	06/09/2022	\$187.00	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
596693	06/09/2022	\$1,141.61	IMPROVEMENTS OTHER THAN BUILDING	1474	TRENCH PLATE RENTAL CO
596694	06/09/2022	\$253.73	IMPROVEMENTS OTHER THAN BUILDING	1474	TRENCH PLATE RENTAL
596695	06/09/2022	\$27,009.66	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
596696	06/09/2022	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
596697	06/09/2022	\$7,193.53	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
596698	06/09/2022	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC



City of Montebello
Register of Demands No. 1533
From Payment Date: 06/01/22 - To Payment Date: 06/09/2022

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596699	06/09/2022	\$6,536.50	UTILITY SERVICES	23610	VERIZON WIRELESS
596700	06/09/2022	\$37.52	SUPPLIES	9470	W W GRAINGER INC
596701	06/09/2022	\$770.00	CONTRACT SERVICES	328	ANNE L DONOFRIO (OR)
	CHECK TOTAL	\$1,762,625.64			
	GRAND TOTAL	\$12,652,428.49			



CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING

MINUTES

MONDAY, MAY 2, 2022 AT 6:30 P.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640**

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 6:39 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Melendez, and Councilmember Peralta. City Clerk Jimenez and Treasurer Gutierrez were also present. Councilmember Torres was absent.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

The City Clerk's Office had two (2) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged eleven (11) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

REGULAR SESSION

CORRECTIONS TO THE AGENDA – CITY MANAGER

OLD BUSINESS

1. CALIFORNIA VOTING RIGHTS ACT ("CVRA")

Demographer, Mr. Claudio Gallegos, presented a PowerPoint Presentation to the City Council in which he provided an overview of the Districting Mapping process that Council has gone through thus far. Mr. Gallegos also went through this presentation during the 4/27/22 Council Meeting.

Councilmember Melendez thanked the demographer, staff, and the community who participated in this process. He stated the residents overwhelmingly chose to have 5 districts through their input from emails, comments and highlighted Demographer Map No. 3b because it creates the most equitable green space, keeps La Merced community together, and it's been the most favored by the community. He asked to move forward with Demographer Map 3b and stated that this is what the community wanted.

Councilmember Peralta thanked demographer and staff. She expressed her preference for Demographer Map No. 3 because it falls along the lines of main streets and keeping community of interests in tact. She stated she is not opposed to Demographer Map 3b but noted that it has weird cut offs. Councilmember Peralta advocated for Demographer Map 5C because it keeps the La Merced area intact, gives South Montebello more representation at the Council level with an additional seat, and the ability to vote for an at large Mayor.

Mayor Pro Tem Jimenez thanked demographer and staff. She noted that Demographer Map 3b received a lot of traction from the community and most residents liked this map. She expressed her support for Demographer Map 3b and stated that she hoped to vote on this tonight.

Mayor Cobos-Cawthorne, thanked the demographer and staff. She echoed the comments of her colleagues and supports the community's comments for Demographer Map 3b and asked for a motion to move forward with this map.

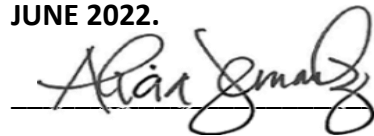
Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez, that the City Council move forward Demographer Map No. 3b.

MOVED: Melendez	SECONDED: Jimenez	APPROVED: 4-0-0-1
AYES: Melendez, Peralta, Jimenez, Cobos-Cawthorne		
NOES: None		
ABSTAIN: None		
ABSENT: Torres		

ADJOURNMENT

Mayor Pro Tem Jimenez motioned to adjourn the meeting, seconded by Councilmember Melendez; motion carried unanimously and the meeting was adjourned at 7:05 pm.

THE MINUTES OF MAY 2, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk

ITEM NO. 1 CVRA SPEAKER CARDS



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:Closed Session ☐Non-Agenda Item ☐**AGENDA ITEM NO.**

Old Business

Meeting Date:

2 May 2022

Time Received:**Date Received:****SPEAKER'S FULL NAME:**

MARGOT EISEN

PHONE:

(Optional)

ADDRESS:

on record

(Optional)

ORGANIZATION REPRESENTED:Opposed ☒In Support ☐Neutral ☐**TOPIC:**Demographics map 5B
Need more City Council people**NOTES:****ACCOMMODATIONS:****Translation Needed:**No ☒Yes ☐

Language:

Received by Staff**Received Via:**Email ☐Phone ☐In Person ☒



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 4/12/22

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Felipe Carrillo

PHONE:

323-5920820
(Optional)

ADDRESS:

800 Oakwood St Montebello.

(Optional)

ORGANIZATION REPRESENTED:

N/A

Opposed ☐

In Support ☐

Neutral ☒

TOPIC:

Demographer Maps

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☒

Yes ☐

Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐

ITEM NO. 1
CVRA COMMENTS

Angelina Padilla

From: Brandon Madera <bpmadera90@gmail.com>
Sent: Monday, May 2, 2022 10:03 AM
To: comment, ccpublic
Subject: CVRA

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Honorable Mayor and City Council,

My name is Jose Madera, long time Montebello resident, and I represent the Madera household residents on 12th Street. I write in support of Demographer Map 3B.
This more than makes sense to me.
Thank you.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Gilbert Juarez <gdjuarez25@gmail.com>
Sent: Monday, May 2, 2022 11:58 AM
To: comment, ccpublic
Subject: Public Comment Submission for Special Meeting 5/2/22

Hello City of Montebello,

I have been a longtime resident of Montebello, with my family having lived in the city for over 15 years.

I want to thank the city for all they have done in walking the community through this process of redistricting.

As someone who rents in the Via Altamira stretch, my needs are vastly different than that of homeowners within the city. After seeing the maps, I am in favor of Map 3B because it amplifies the voice of the renter by keeping the large cohort of apartment complexes within the same district. It brings me great peace of mind to know that my family and I will have the same representative as our extended family living in the Park Victoria Apartments.

I hope you approve of keeping renters together because it makes the most sense for us, the residents.

Respectfully,
Gilbert Juarez

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Jesse Montes <jessemontes03@gmail.com>
Sent: Monday, May 2, 2022 12:44 PM
To: comment, ccpublic
Subject: Special Meeting- Public Comment

Hello,

My name is Jesse Montes and I live on Holger Drive. I support Map 3B and I hope you do too because it brings representation to different parts of Montebello that many times were overshadowed by the busier parts of the city. We have five city elected's responsible for hearing us out and listening to what we have to say and I think Map 3B gives everyone, no matter where you live in the city, a fair shot at being represented.

Thanks,
Jesse Montes

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Valerie Cabral <vcabralf7@gmail.com>
Sent: Monday, May 2, 2022 12:53 PM
To: comment, ccpublic
Subject: CVRA Public Comment

Good Evening,

I am submitting this public comment to express my full endorsement of a district map, that in my eyes, provides equity and equal representation of all Montebello residents.

I support the idea that similar communities within the city should be kept whole in districts and that there be one directly elected representative to be the voice and champion for that area. Map 3B provides the most proportioned segments of the city districts while keeping community interests intact.

I hope the city council will agree in further considering and adopting Map 3B tonight.

Thank You Kindly,
Valerie Cabral
Resident of N. Poplar Ave, Montebello

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Hello Mayor and Council,

As a longtime resident of Montebello I'm emailing today in regards to districting. I support map 3B because it provides the most equitable districts in all of the maps that were presented. Staff did a good job with getting the message out there and by hosting all of the public hearings and open houses. Thank you to the whole council for hearing our concerns and issues regarding this whole process.

Best,

 (Rosie Vasquez)

(Copy this)

Hello Mayor and Council,

I'm writing today in support of map 3B. The map looks like it'll provide the best form of representation. I also like the current form of government that we have here in the City of Montebello and to keep a rotational Mayor. Thank you to the council and staff for all your time in this!

Best,

Thank you!
Ed Vargas

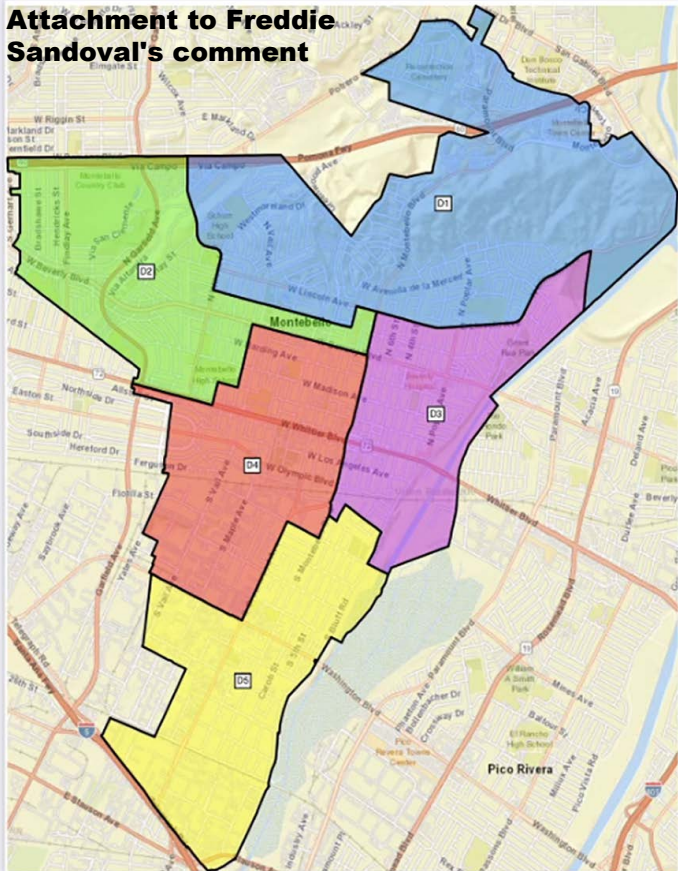
Angelina Padilla

From: Freddie Sandoval <sandovalfreddie@yahoo.com>
Sent: Monday, May 2, 2022 1:54 PM
To: comment, ccpublic
Attachments: image0.jpeg; ATT00001.txt

My name is Freddie Sandoval and I live at 2457 via Nina, and I support Map 3B as it appears to be fair a d good for everyone.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Attachment to Freddie Sandoval's comment



Angelina Padilla

From: Alberto Pimentel <pime512@usc.edu>
Sent: Monday, May 2, 2022 2:35 PM
To: comment, ccpublic
Subject: Districting Public Comment for Special Meeting

Members of the Montebello City Council,

My name is Dr. Alberto Pimentel Jr and I am submitting this public comment in support of Demographer Map 3B. Last year, my heart broke when only 4 of the 5 council members voted to transition to districting. My heart broke again when members of the AAPI community residing in Montebello shared their disappointment in the lack of direct communication with council members, many have felt that their voices continue to go unheard (except for election season).

I've spent months conversing with AAPI residents in North Montebello and other parts of the city and based on these conversations, the following has been shared consistently: many of our AAPI neighbors are offended by insensitive comments that have been made, the fact that some believe that one or two AAPI council members in Montebello's long history are enough, and the heartbreaking reality that districting has become politicized. The nasty and intolerant comments that flood social media pages have minimized the relative absence of AAPI representation on the council. Along with my AAPI and non-AAPI neighbors, we are disheartened by the fact that we have observed social media posts, slogans, and gatherings that celebrate the AAPI community while at the same time, we've heard about reservations that some council members have and the subsequent delay to the adoption process. The AAPI community's representation in Montebello is not a bargaining chip and if we are all truly committed to equity, diversity, and inclusion, then no one on the council should hold any reservations. In speaking with AAPI neighbors, the issue is clear, you either stand with the AAPI community and support AAPI representation through districting, or you present a facade that is rooted in selfishness, self-preservation, and a level of comfort with exclusion. I cannot tell you how to vote today, but I will encourage all of you to respect the AAPI community and stand on the right side of history.

Peace and Love, Al

Get [Outlook for iOS](#)

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Teresa Lopez <montebelloblueheartscharity@gmail.com>
Sent: Monday, May 2, 2022 2:48 PM
To: comment, ccpublic
Cc: teresasellshomes@gmail.com
Subject: Item CVRA -TERESA LOPEZ

Good afternoon Mayor and Councilmembers,

My name is Teresa Lopez and long term Montebello Resident. Write in support of Demographer Map 3B this map would make sure that all of us would have equal representation in all communities. It's time to finish the process and for all of us to work together to continue to work for a better Montebello .

Thank you

Teresa Lopez

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Montebello-Pico Rivera Democrats <mprdemocrats@gmail.com>
Sent: Monday, May 2, 2022 2:53 PM
To: comment, ccpublic
Subject: MPR-Support of Map 3B, Public Comment

The Montebello-Pico Rivera Democrats are excited to support Demographer Map 3B. After a close examination of all of the initial and updated maps, we believe Map 3B adheres to the guidelines of the California Voting Rights Act and will empower the Asian American Pacific Islander community and create a pathway for greater AAPI representation on the city council.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: David Torres <davidntorres@gmail.com>
Sent: Monday, May 2, 2022 4:22 PM
To: Cobos-Cawthorne, Kimberly Ann; Jimenez, Angie; Peralta, Scarlet; Melendez, Salvador; Torres, David
Cc: Jimenez, Christopher; Fernandez, Alicia; Arnold Glasman; comment, ccpublic
Subject: Special Meeting of May 2, 2022

Mayor and City Council:

The time and date of tonight's meeting was not communicated in advance of the 24-hour notice period. The posting of the agenda, very near the 24-hour notice deadline, was the first time I became aware of the details. Accordingly, I did not have the ability to provide proper Brown Act notice of attendance by teleconference to participate. Please excuse my absence this evening.

As comment on considering maps 3b, 3c, 5b and 5c, I would like to thank Mr. Thornton for being an advocate for the La Merced community and embodying the importance of public participation. From his comments, maps 5b and 5c were adjusted to ensure his community will not be divided. I would also like to thank our demographer, Mr. Gallegos, for making time to work with me on adjusting these two maps shortly after the April 23 public hearing, and with a quickly approaching deadline to submit and consider any map revisions.

I would also offer my concern for maps 3b and 3c. In these two maps, the southern alignment of District 1 along Lincoln Blvd. has been altered, among other changes. This alteration from the demographers original map places properties belonging to the mayor in the same district. As a reminder to my colleagues: maps should be drawn without respect to where an incumbent or candidate lives, may live, or may claim to live. I hope in this process council considers the best interest of the city over the next decade until lines are redrawn, not personal political motivations for the 2022 election.

Warm regards,
David N. Torres, Councilmember
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Office: (323) 887-1200
Direct: (323) 435-4260
Email: dtorres@cityofmontebello.com
www.cityofmontebello.com

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

COMMENTS RECEIVED AFTER DEADLINE

Angelina Padilla

From: mde4peace <mde4peace@gmail.com>
Sent: Monday, May 2, 2022 4:32 PM
To: comment, ccpublic
Subject: Public Comment for Special City Council Meeting-May 2, 2022

Follow Up Flag: Follow up
Flag Status: Flagged

Please have this submission given to them in time to read by each city council member before meeting!

From Margot Eiser-resident address on file.

Please continue consideration of Demographer Map 5 B with the possibility of having one more district added to it! We the citizens people residents tax payers voters need to have more of a chance to communicate with and make sure that our supposed representatives will give us what WE need and want because they live in our neighborhoods. For example, they would know what streets are actually dangerous and need repaving instead of having people who do not live here arbitrarily decide and needlessly spend money. We also need to have our PUBLIC GOLF COURSE returned to our control so it can benefit us! And eliminate no bid contracts.

P.S. All good people have got to come together and do all that is necessary to stop and get rid of the corrupted, crazy, cruel GOP and the vampire capitalists which support it!!!

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING

MINUTES

TUESDAY, MAY 3, 2022 AT 6:30 P.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640**

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 6:35 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Torres, Councilmember Melendez, and Councilmember Peralta. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

The City Clerk's Office had four (4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

CLOSED SESSION – 6:30 P.M.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 6:51 p.m. to consider the following closed session items:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One matter

Mayor Cobos-Cawthorne reconvened the meeting at 7:00 p.m. During Closed Session the City Council received a briefing on Item No. 1, no action taken; nothing to report.

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CORRECTIONS TO THE AGENDA – CITY MANAGER

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

The City Clerk's Office had six (6) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged one (1) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

REGULAR BUSINESS**2. PRESENTATION BY OUTSIDE COUNSEL AND DISCUSSION REGARDING THE RESULTS OF THIRD PARTY INVESTIGATOR'S FINDINGS ON COUNCILMEMBER TORRES' CONDUCT**

Presentation was given by, Nancy P. Doumanian, Esq. Nancy Law Group/Doumanian & Associates, into the administrative investigation for City of Montebello of Council Member David Torres regarding his conduct. The presentation included an overview on the following: City Council members as elected officials and their behavior expectations; the #MeToo movement and how it has changed the work environment; workplace etiquette in today's society; how other cities have handled Council Members who engage in harassing, hostile and retaliatory conduct towards city employees; potential liability to the City of Montebello; employers obligations under the law on hostile work environment and workplace harassment; and Councilmember Torres' investigation findings.

Ms. Doumanian also presented the scope of the investigation, methodology, strategy, scope of the allegations, and assessing witness credibility. She then proceeded to present the findings of the 17 witnesses who came forward to testify to Councilmember Torres' conduct and presented Councilmember Torres responses to the investigators.

Councilmember Melendez stated that today is not a discussion of Councilmember Torres' character, but a plea from staff to stop this behavior. He also noted that he was disappointed in the lack of respect shown during this presentation and the mockery that was going on.

Councilmember Peralta expressed her disappointment by the presentation and spoke in favor of Councilmember Torres and commended his work as a Councilmember.

Mayor Pro Tem Jimenez expressed her concern for the 17 employees that came forward regarding allegations by Councilmember Torres and commended staff for coming forward. Furthermore, she noted that the miscommunication has created a toxic work environment at City Hall.

Councilmember Torres stated that he was not given a chance to present evidence during his investigation and encouraged City to release his emails and text messages with staff to the public because all communication was within his duties as Councilmember. He also noted that it was never his intent to cause any concern or harm

and apologized for his behavior, but also acknowledged that everything he's done has been in his scope as a Councilmember.

Mayor Cobos-Cawthorne also noted that the 17 witness allegations are unsettling and mentioned the possibility of a potential class action lawsuit. The Mayor apologized to the employees and proceeded to open it up for recommendations from Council.

Mayor Pro Tem Jimenez asked for a 5 minute recess to make right decision. Council recessed and the Mayor reconvened the meeting at 9:08 p.m.

Councilmember Melendez addressed Councilmember Torres' previous comments and commended him on his apology, stating that this is a step towards a healing process. Councilmember asked City Manager and City Attorney to craft something and bring it back in a month to assure that Councilmember Torres will continue to have his first amendment rights as a Councilmember but also that there are procedures in place to remedy this situation and assure that employees are safe. Councilmember Melendez made a motion to have this come back in a month and have a deeper discussion at that time.

Councilmember Peralta expressed her concerns on why there aren't procedures put into place internally with our HR department to serve our employees out of respect and their protection. She also noted that she would like the Fire Chief's harassment claim against the Mayor to be addressed prior to any action taken tonight.

Mayor Pro Tem Jimenez seconded the motion made by Councilmember Melendez, asking that the City Council direct the City Manager and City Attorney to craft something and bring it back in a month to assure that Torres continue to have his First Amendment rights as a Councilmember but also that there are procedures in place to remedy this situation and assure that employees are safe.

MOVED: Melendez

SECONDED: Jimenez

APPROVED: 3-2-0-0

AYES: Melendez, Jimenez, Cobos-Cawthorne

NOES: Peralta, Torres

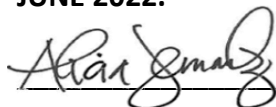
ABSTAIN: None

ABSENT: None

ADJOURNMENT

Mayor Pro Tem Jimenez motioned to adjourn the meeting, seconded by Mayor Cobos-Cawthorne. Motion carried unanimously and the meeting was adjourned at 9:13 p.m.

THE MINUTES OF MAY 3, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk

CLOSED SESSION SPEAKER CARDS

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

132

Meeting Date:

5/3/2022

Time Received:

6:15pm

Date Received:

SPEAKER'S FULL NAME:

DAVID TORRES, COUNCIL MEMBER

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐

Yes ☐

Language:

Received by Staff

Received Via:

Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No.

5



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

Meeting Date:

5/3

Time Received:

Date Received:

SPEAKER'S FULL NAME:

Lorraine Richards

PHONE:

(Optional)

ADDRESS:

449 Concourse Ave

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☒

In Support ☐

Neutral ☐

TOPIC

Agenda Notification

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☒

Yes ☐

Language:

Received by Staff

Received Via:

Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

1 & 2

Meeting Date:

5/3/22

Time Received:

6:22pm

Date Received:

SPEAKER'S FULL NAME:

MYUNG - Soo Seok

PHONE:

213 820-3480
(Optional)

ADDRESS:

1801 E. 7th Street, LA CA 90021

ORGANIZATION REPRESENTED:

Painters & Allied Trades District Council 36
(Optional)

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

In Support of Councilmember Torres

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐

Yes ☐

Language:

Received by Staff

Received Via:

Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date:

May 10 22

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

MARGOT Eiser

PHONE: _____

(Optional)

ADDRESS:

on f. ta

(Optional)

ORGANIZATION REPRESENTED:

Self & other citizens

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☒

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

AGENDA ITEM SPEAKER CARDS

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received:

5:30

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE:

323 353 2626
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED:

Torres

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Torres

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 5/3/22 **Time Received:** 5:45pm **Date Received:** _____

SPEAKER'S FULL NAME: Ricardo Alonzo **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m.
for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:Closed Session ☐Non-Agenda Item ☐**AGENDA ITEM NO.** _____**Meeting Date:**5/3/22**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:**Maria Knox**PHONE:** _____

(Optional)

ADDRESS:705 N. 20th Street

(Optional)

ORGANIZATION REPRESENTED: _____Opposed ☒In Support ☐Neutral ☐**TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:**No ☐Yes ☐

Language: _____

Received by Staff _____**Received Via:**Email ☐Phone ☐In Person ☐

CITY OF MONTEBELLO

Request No.

7



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

2

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Dillon Arreola

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 2

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Julian Cepeda

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 2

Meeting Date:

May, 3-22

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Ted Jimenez

PHONE:

213-804-8391
(Optional)

ADDRESS:

1200 Corporate Cntr Dr, Monterey Park Ca 91754
(Optional)

ORGANIZATION REPRESENTED:

Southwest Carpenters

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

David Torres -

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒

Yes ☐

Language:

English

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. _____

Meeting Date: _____ Time Received: _____ Date Received: _____

SPEAKER'S FULL NAME: Yvonne Mables PHONE: _____

(Optional)

ADDRESS: on file _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: After Report _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ Received Via: Email ☐ Phone ☐ In Person ☐

AGENDA COMMENTS

1880 CENTURY PARK EAST • SUITE 607 • LOS ANGELES, CALIFORNIA 90067

Mailing Address:

P.O. Box 3066
Beverly Hills, CA 90212

May 3, 2022

Montebello City Council
1600 West Beverly Boulevard
Montebello, CA 90604

RE: AGENDA ITEM 2 – DAVID TORRES

Dear Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez and Honorable Councilmembers:

We are writing today to let you know that our interactions with Councilmember Torres have been nothing but polite, professional and helpful. As members of the business community in Montebello, we have seen Councilmember Torres vociferously stand up for what he believes is right and in the best interests of all residents and stakeholders in Montebello.

Harassment should not be tolerated under any circumstances. We trust that there are Human Resources systems in place in the city to properly investigate and address such allegations, and we trust that Montebello will rely on those systems in this case rather than politicizing these allegations. The employees, residents and stakeholders of Montebello deserve a non-political process.

Sincerely,

HERMARK INVESTMENT COMPANY

Handwritten signatures of Samantha Millman and Kenneth Millman in dark ink. The signature of Samantha Millman is on the left, and the signature of Kenneth Millman is on the right, with a small 'AND' written between them.

Samantha Millman and Kenneth Millman



CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, MAY 11, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

Teleconference Location for
Councilmember Torres:
Hyatt Regency Hotel
Lobby Area
1209 L Street
Sacramento, CA 95814

Teleconference Location for
Councilmember Peralta:
Posada El Rey Sol Hotel
Lobby Area
Avenida Blancarte 130
22800 Ensenada, Mexico

OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 6:12 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta, Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – Deputy City Attorney Christopher Cardinale, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen, and all Department Managers were present. City Attorney Arnold Alvarez-Glasman and City Manager René Bobadilla were absent.

CLOSED SESSION – NONE

REGULAR SESSION – 6:00 P.M.

INVOCATION – City Clerk Christopher Jimenez

PLEDGE OF ALLEGIANCE – Director of Planning/Community Development Joseph Palombi

CORRECTIONS TO THE AGENDA – CITY MANAGER – Item 1, under the Ceremonial/Presentations Section of the meeting was postponed to a future meeting.

CEREMONIAL/PRESENTATIONS

1. ~~**RECOGNITION OF CITIZEN OF THE MONTH – MANNY FRANCO**~~ – this item was postponed to a future meeting.
2. **RECOGNITION OF ASIAN PACIFIC HERITAGE MONTH** – Presented by Mayor Cobos-Cawthorne.
3. **RECOGNITION OF NATIONAL PET MONTH** – Presented by Mayor Cobos-Cawthorne.
4. **RECOGNITION OF MENTAL HEALTH MONTH** – Presented by Mayor Cobos-Cawthorne.
5. **RECOGNITION OF MOTORCYCLE SAFETY AWARENESS MONTH** – Presented by Mayor Cobos-Cawthorne.
6. **RECOGNITION OF NATIONAL MILITARY APPRECIATION MONTH** – Presented by Mayor Cobos-Cawthorne.
7. **RECOGNITION OF COMMUNITY ATHLETES – MONTEBELLO HIGH SCHOOL CIF D2 FINALIST AND SCHURR HIGH SCHOOL FEMALE WRESTLER** – Presented by Mayor Cobos-Cawthorne.
8. **RECOGNITION OF MONTEBELLO – SAINT BENEDICT SCHOOL GIRLS BASKETBALL** – Presented by Mayor Cobos-Cawthorne.
9. **PRELIMINARY BUDGET FOR FISCAL YEAR 22/23** – Presented by Director of Finance, Michael Solorza.

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

The City Clerk's Office had six (6) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged one (1) written public comment submitted to the City's public comment email address. Said comment is on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

10. **ADOPT RESOLUTION NO. 22-34 TO FORMALLY ADOPT THE FINAL CITY COUNCIL DISTRICT MAP – CALIFORNIA VOTING RIGHTS ACT ("CVRA")**

City Demographer Claudio Gallegos presented a PowerPoint Presentation to the City Council, which provided them with districting process overview in the past year. Mr. Gallegos also presented the City Council with the final map (Demographer Map 3B) and its demographics, including the final steps to adopt the map.

Councilmember Peralta commended Mr. Gallegos and asked a clarifying question regarding the procedures for assigning the Districts. City Attorney Christopher Cardinale explained that upon approval the City would submit the Resolution to call for an election sometime in June and that would be when the City Council would approve the assignment. City Attorney Nvair Ozonian confirmed that the Resolution would need to be adopted in June. It was clarified by City Attorney Cardinale that no designation of the districts would be voted on today.

Councilmember Melendez motioned to approve the item as is, and it was seconded by Mayor Pro Tem Jimenez.

Councilmember Peralta commented on her disagreement of the districting process. Councilmember Torres also made comments regarding his disagreement of the districting process.

The motion recommended that the City Council:

- 1) Adopt Resolution No. 22-34 (Attachment A) to formally adopt a final City Council district map.

MOVED: Melendez

SECONDED: Jimenez

APPROVED: 3-2-0-0

AYES: Jimenez, Melendez, Cobos-Cawthorne,

NOES: Peralta, Torres

ABSTAIN: None

ABSENT: None

11. ADOPT RESOLUTION NO'S. 22-32 AND 22-33 ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO FIREFIGHTERS ASSOCIATION (MFA) AND THE CITY AND THE MONTEBELLO SUPERVISORS ASSOCIATION (MSA)

Chief Fernando Pelaez provided the City Council with a handout to provide them with an overview of the Fire Department Staffing.

Director of Human Resources, Nicholas Razo, provided a PowerPoint Presentation and provided the City Council with an overview of the Memorandum of Understandings between the MFA and MSA and was available to answer any questions.

It was motioned by Mayor Cobos-Cawthorne, seconded by Mayor Pro Tem Jimenez, that the City Council:

- 1) Adopt Resolution No. 22-33 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding (MOU) between the City and the Montebello Fire Association (MFA); and
- 2) Approve a Resolution 22-32 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding between the City and the Montebello Supervisors Association (MSA).

Councilmember Peralta expressed her concerns regarding the minimum staffing requirements and asked clarifying questions; Director Razo and Chief Pelaez addressed her questions. Councilmember Peralta asked for additional time to review this item and that City Council consider the Sunset Clause. Director Razo further explained the Sunset Clause. Mayor Pro Tem Jimenez asked for clarification on what minimum staffing means; Chief Pelaez explained that minimum staffing means 17 on duty per day and that in his tenure with the City, the Fire Department has not yet met the minimum staffing requirement and has concerns about staff's mental health due to being overworked. Furthermore Ms. Jimenez expressed her disappointment in Councilmember Peralta's comments. Councilmember Torres asked a clarifying question regarding whether MOU's are typically brought to City Council for discussion in Open Session prior to discussing them in Closed Session; Director Razo stated it is typical. Councilmember Torres was briefly disconnected. Councilmember Melendez commended Staff for the presentation and expressed his support for this item. Mayor Cobos-Cawthorne asked Chief Pelaez a clarifying questions. Councilmember Torres asked additional clarifying questions regarding his concerns about some of the provisions stated on the MOU's and asked for additional time to review this item, and asked if there is a deadline to get this item approved. Councilmember Torres asked for a Substitute Motion to continue this item for 14 days for further analysis and consideration, Councilmember Peralta seconded the substitute motion.

City Attorney Christopher Cardinale clarified that the City Council does not dictate the terms of the negotiating process of MOU's. A vote was taken on the Substitute Motion; and the motion failed by the following vote:

MOVED: Torres

SECONDED: Peralta

FAILED: 2-3-0-0

AYES: Peralta, Torres

NOES: Cobos-Cawthorne, Jimenez, Melendez

ABSTAIN: None

ABSENT: None

A vote was taken on the original motion; motion passed by the following vote:

MOVED: Cobos-Cawthorne

SECONDED: Jimenez

APPROVED: 3-1-1-0

AYES: Cobos-Cawthorne, Jimenez, Melendez

NOES: Torres

ABSTAIN: Peralta

ABSENT: None

CONSENT CALENDAR

Councilmember Torres pulled Item No's. 15, 17, and 18. Councilmember motioned, seconded by Mayor Pro Tem Jimenez, that Item No's. 12-14, 16, 18-19 be approved; motion passed unanimously.

12. APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$188,790; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$188,790 in Account No. 610-99-6040.80 (Golf Course, Engineering Services); and
- 4) Take such additional, related, action that may be desirable.

13. AMEND THE FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Amend the Fiscal Year 2021-22 Capital Improvement Program Budget in the Amounts and for the Projects/Accounts Detailed on Attachment A; and
- 2) Take such additional, related, action that may be desirable.

14. APPROVAL OF EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982 WITH SAMALJON INC. FOR GRANT REA PARK BATTING CAGES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a new Exclusive Permissive Use & Licensing Agreement No. 3982 with Samaljon ("Licensee"); and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

15. APPROVAL TO SUBMIT APPLICATION FOR THE CITIES AND COUNCILS OF GOVERNMENTS INTERIM HOUSING SERVICES ("CCOGIHS") FUND

Councilmember Torres asked a clarifying question on whether this item would have any direct costs to the City; Deputy Director Angelica Palmeros stated that no costs are associated. Councilmember Torres motioned to approve the item as is, seconded by Mayor Pro Tem Jimenez; motion passed unanimously.

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for the Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Fund; and
- 2) Take such additional, related, action that may be desirable.

16. APPROPRIATION OF GRANT AWARD FUNDS FROM THE CALIFORNIA FIRE FOUNDATION SPRING 2022 GRANT CYCLE**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve the appropriation of \$15,000 awarded to the Fire Department by the California Fire Foundation; and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$15,000 in Account No. 265-85-855-4198 and 265-85-855-6010.60 (Grants, Fire, CA Fire Foundation, Misc Grants [Revenue] and Machinery & Equipment – Personal Protective Equipment [Expenditures]); and
- 3) Take such additional, related, action that may be desirable.

17. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 22-9) FOR CROSSING GUARD SERVICES

Councilmember Torres commended staff for including the RFP as an attachment to the Staff Report and motioned to approve the item as is, seconded by Councilmember Melendez; motion passed unanimously.

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize Staff to issue a Request for Proposals (RFP No. 22-9) for Crossing Guard Services; and
- 2) Take such additional, related, action that may be desirable.

18. APPROVAL OF AGREEMENT NO. 3980 WITH THE PUN GROUP, LLP FOR FINANCIAL AUDIT SERVICES

Councilmember Torres commended staff for including the RFP and backup information to the Staff Report while mentioning his disappointment with not including a rating sheet; and motioned to approve the item as is, seconded by Councilmember Melendez; motion passed unanimously.

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve awarding a professional services agreement for audit services to The Pun Group, LLP (Pun Group), and authorize the City Manager to execute the agreement.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-31 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 11, 2022

RECOMMENDATION: Adopt Resolution No. 22-31 approving the Warrant Register dated May 11, 2022.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

- Councilmember Melendez provided a report on the 2022 Southern California Association of Governments Regional Conference in Palm Desert
- Councilmember Torres provided a report on the Sacramento League of California City Leader's Summit

COUNCIL ORALS

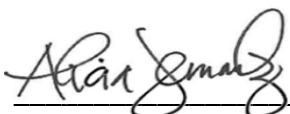
Council member announcements; requests for future agenda items; conference/meetings reports.

- **Councilmember Peralta** – None
- **Councilmember Melendez**
 - a. City Ordinance on illegal fireworks – asked City Council for consensus and direction for Staff to work towards an educational campaign or advocacy program to prevent illegal fireworks; consensus was received.
- **Councilmember Torres**
 - b. Request for Council Consensus to add Black History Month and National Donate Life Month to the list of currently Recognized Health and Heritage Months in Montebello. – asked for Council Consensus to amend the Ordinance to include the following recognitions; consensus was received.
 - c. Comments on missing monthly financial reports as per Montebello Municipal Code § 2.16.020.E – item was held.
- **Mayor Pro Tem Jimenez** – None
- **Mayor Cobos-Cawthorne** – Made the following appointments:
 - d. Appointment of Parks and Recreation Commissioner – Frank Jurado Sr.
 - e. Appointment of Planning Commissioner – Edward Franco

ADJOURNMENT

Mayor Pro Tem Torres motioned, seconded by Councilmember Melendez to adjourn the meeting at 9:08 p.m.

THE MINUTES OF MAY 11, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk

AGENDA & NON-AGENDA SPEAKER CARDS

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date:

05/11/22

Time Received:

5:30

Date Received: _____

SPEAKER'S FULL NAME:

Mame Hernandez

PHONE:

(562) 358 1595
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Mental illness

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date:

5/11/2022

Time Received:

5:40

Date Received: _____

SPEAKER'S FULL NAME:

Kevin Chang

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☒

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Meeting Date: 5/11/2022

Time Received: 5:55 pm

Date Received: _____

SPEAKER'S FULL NAME: Ricki Garza

PHONE: 626/377-1891

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Concerned Citizen

(Optional)

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: Solvency of City of Montebello

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Meeting Date:

May 11, 2022

Time Received:

5:55 pm

Date Received: _____

SPEAKER'S FULL NAME:

Andrew Landeros

PHONE:

323 718-3320

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

Save Montebello Golf Course Group

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

City Residents Must Have Transparency of Project

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐

~~CONFIDENTIAL~~

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

3, 11, 12

Meeting Date:

5/11/2022

Time Received:

5:56pm

Date Received:

5/11/2022

SPEAKER'S FULL NAME:

MARGOT EISEN

PHONE:

(Optional)

ADDRESS:

5111 rector

ORGANIZATION REPRESENTED:

Self & the children of

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☒

Yes ☐

Language:

Received by Staff

Received Via:

Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:Closed Session ☐Non-Agenda Item ☐**AGENDA ITEM NO.** _____

Meeting Date:

5/11/20**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:**Tila Gregorian

PHONE: _____

(Optional)

ADDRESS:

on file

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

Angelina Padilla

From: William Cervera <wcervera82@gmail.com>
Sent: Wednesday, May 11, 2022 1:40 PM
To: comment, ccpublic
Subject: Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Hello council.

Hope all are well, I wish I could be there but I'm sick so I hope this letter is read verbatim.

For the Map decision I hope that when voting residents are considered so they have representation. The new maps would leave me without a council person. As for including which map I hope it is map 2 so I can have Either Peralta representing me and other constituents. Other maps I'm either not having representation or Jeminez and from the last interaction with her, and her threats, I know I couldn't work with her to better our community.

2nd point I would like to bring up is the MOU, residents and certain council spoke up to the point of having the old documents with the new before beginning negotiations. Now currently if you back up some will say it's in bad faith. This is why before voting it is important to read documents in their entirety. I'm first for helping Fire and Police getting what is needed. However the current MOU minimum staffing for an engine, or minimum stations is being removed. This is a danger to them and our community considered the apartment complex that caught fire. South side typically be the one most effected. Another section about being EMT certified and a 3% bump. Can it be reworded and just 3% across the board? I ask because minimum requirements from a academy you must have be certified EMT. Can the section with staffing be held over and the rest approved. We resident fought for Measure M to keep our services local.

Thank you for your time

Sincerely
Will Cervera

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING

MINUTES

WEDNESDAY, MAY 25, 2022 AT 5:00 P.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:04 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta, Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

Mayor Cobos-Cawthorne suggested adjourning the meeting to June 1st to allow the community to grieve the victims of the Robb Elementary School tragedy in Uvalde, Texas.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez to adjourn the meeting at 5:12 p.m.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

None.

CLOSED SESSION – 5:00 P.M.

All matters listed under the Closed Session will be continued to June 1, 2022.

1. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)
One matter related to SB 1383 compliance

3. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: René Bobadilla, Nicholas Razo

Employee Groups: SMART-TD

REGULAR SESSION – 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER - None

CEREMONIAL/PRESENTATIONS

All matters listed under the Presentations will be continued to June 1, 2022.

4. RECOGNITION OF CITIZEN OF THE MONTH – MANNY FRANCO

5. RECOGNITION OF AND ADMINISTRATION OF OATH OF OFFICE FOR EDDIE FRANCO, PLANNING COMMISSIONER

6. RECOGNITION OF AND ADMINISTRATION OF OATH OF OFFICE FOR FRANK JURADO SR., PARKS AND RECREATION COMMISSIONER

7. RECOGNITION OF MONTEBELLO UNITED METHODIST CHURCH (117 YEARS)

8. CODE ENFORCEMENT UPDATE

9. PRELIMINARY BUDGET FOR FISCAL YEAR 22/23

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

None.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

All matters listed under the Regular Business will be continued to June 1, 2022.

10. ADOPT RESOLUTION NO'S. 22-38 AND 22-37 ADOPTING MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA) AND THE CITY AND THE MONTEBELLO POLICE OFFICERS ASSOCIATION (MPOA)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution 22-38 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding (MOU) between the City and the Montebello Police Management Association (MPMA); and
- 2) Adopt Resolution No. 22-37 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding between the City and the Montebello Police Officers Association (MPOA).

CONSENT CALENDAR

All matters listed under the Consent Calendar will be continued to June 1, 2022.

11. ADOPT RESOLUTION NO. 22-39 APPROVING THE ENGINEER'S REPORT FOR THE FY 2022-2023 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-39 (Attachment A) approving the Fiscal Year 2022-23 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for a Public Hearing for the regular meeting scheduled on June 22, 2022 at 6:00 p.m.; and
- 2) Take such additional, related, action that may be desirable.

12. ADOPT RESOLUTION NO. 22-40 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2022-23 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-40 (Attachment A) approving the Fiscal Year 2022-23 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on June 22, 2022 at 6:00 pm; and
- 2) Take such additional, related, action that may be desirable.

13. AUTHORIZE THE NOTICE INVITING BIDS FOR HYRAP STREETS FISCAL YEAR 2022-23 PROJECT (CP NO. 897)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans, Specifications, and Estimate (PS&E) for the HYRAP Streets Fiscal Year 2022-23 Project (CP No. 897); and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
- 3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
- 4) Take such additional, related, action that may be desirable.

14. APPROVAL OF WATER RIGHTS LICENSE AND AGREEMENT NO. 3986 WITH SAN GABRIEL VALLEY WATER COMPANY

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Water Rights License and Agreement No. 3986 with San Gabriel Valley Water Company (SGVWC) for the lease of 386.50 acre-feet of the City of Montebello's Fiscal Year 2021-22 Allowed Pumping Allocation at a rate of \$120 per acre-foot and total payment of \$46,380; and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

15. ADOPT RESOLUTION NO. 22-36 FOR FISCAL YEAR 2022-23 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

- 1) Review and adopt the attached Resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2022-23; and
- 2) Direct staff to forward the Resolution to the Los Angeles County Auditor Controller within the required time limit; and
- 3) Direct staff to take whatever additional actions necessary to ensure collection of the property tax override; and
- 4) Take such additional, related, action that may be desirable.

16. PAYMENT OF BILLS: RESOLUTION NO. 22-35 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 25, 2022

RECOMMENDATION: Adopt Resolution No. 22-35 approving the Warrant Register dated May 25, 2022.

AB 1234 TRAVEL REPORTS

None.

COUNCIL ORALS

All matters listed under the Council Orals will be continued to June 1, 2022.

1. Mayor Pro Tem Jimenez

- a. 2nd Annual Stride for Pride 5K Run Montebello Run in partnership with the City of Montebello, Saturday, June 25th
- b. East Side Pride Festival in Downtown Montebello, June 25th
- c. Council Consensus direct staff to raise a Pride Flag throughout Pride Month, as requested in 2021

2. Councilmember Torres

3. Councilmember Melendez

- a. De Paul Center/Mercy Housing community outreach concerns

4. Councilmember Peralta

- a. Pride Month Recognition and community festivities
- b. Request for Pride Flag to be displayed
- c. Request Council consensus to have LGBTQ friendly artwork/poetry from the community displayed at City Hall
- d. Appointment of Henry Fimbres to the Personnel Advisory Commission
- e. Thank you to the SGVCOG's Capital Projects and Construction Committee Members for approving the construction, operation, and maintenance agreement with Union Pacific Railroad and the City of Montebello for the Montebello Boulevard Grade Separation Project
- f. Recognition and Congratulations to Boulevard Market for being named Business of the Year for Supervisor District 1 by the Los Angeles County Business Federation

5. Mayor Cobos-Cawthorne

ADJOURNMENT

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez to adjourn the meeting at 5:12 p.m.

THE MINUTES OF MAY 25, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk