



CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 8, 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COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday,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**

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 8, 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
One matter of threatened litigation related to an employee issue
Threat of litigation – One matter related to the CVRA
- 3. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: René Bobadilla, Nicholas Razo
Employee Groups: SMART-TD
- 4. 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**

5. RECOGNITION OF LGBTQ PRIDE MONTH
6. RECOGNITION OF JUNETEENTH – FREEDOM DAY
7. RECOGNITION OF PTSD AWARENESS MONTH
8. RECOGNITION OF NATIONAL SCLERODERMA AWARENESS MONTH

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**REGULAR BUSINESS**

9. **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)**
 - 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).
10. **ADOPTION OF FISCAL YEAR 2022-23 OPERATING AND CAPITAL BUDGET**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-43 adopting the Fiscal Year 2022-23 operating and capital budgets for all funds; and
- 2) Adopt Resolution No. 22-44 adopting the compensation plan, table of organization and job classifications for Fiscal Year 2022-23; and

- 3) Adopt Resolution No. 22-45 establishing a Fiscal Year 2022-23 appropriations limit per Government Code Section 7190 (Gann Limit); and
- 4) Adopt Resolution No. 22-46 for paying and reporting the value of employer paid member contributions as required by a recent CalPERS audit.

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.

11. AWARD OF CONSTRUCTION CONTRACT FOR CP. #891 – ANNUAL CONCRETE REPAIR PROGRAM FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract for the Annual Concrete Repair Program Fiscal Year 2021-22 (C.P. # 891) in the amount of \$1,208,926 to CJ Concrete Construction, Inc.; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

12. APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 3890 FOR GOLF COURSE MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3890 for Golf Course management services at the Montebello Golf Course with S&S Labarge Golf, Inc.; and
- 2) Authorize the City Manager to execute the Amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

13. APPROVAL OF AGREEMENT NO. 3985 WITH NEW FLYER OF AMERICA, INC., TO PURCHASE SEVEN, FORTY-FOOT, COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Agreement No. 3985 with New Flyer of America, Inc. ("New Flyer"), to purchase seven (7), forty-foot (40') Compressed Natural Gas (CNG) transit buses; and
- 2) Authorize the City Manager and/or their designee to approve change orders for up to two (2) percent of the total agreement amount; and
- 3) Take such additional, related action that may be desirable.

14. **APPROVAL OF THREE (3) PROFESSIONAL SERVICE AGREEMENTS, NO.'S 3988, 3989 AND 3990, TO (I) FORD OF MONTEBELLO, (II) CHEVROLET OF MONTEBELLO, AND (III) MONTEBELLO TIRE PROS, TO ESTABLISH AN AS-NEEDED VENDOR BENCH FOR THE CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES REQUEST FOR PROPOSAL, NO. 22-4**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award three (3) Professional Services Agreements, No.'s 3988, 3989, and 3990, to (i) Ford of Montebello, Inc. (dba Ford of Montebello), (ii) Montebello Auto Group, LLC (dba Chevrolet of Montebello), and (iii) SHAK Enterprises, Inc. (dba Montebello Tire Pros), for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for an annual total not-to-exceed amount of \$100,000 with each vendor, with the City of Montebello (City) to establish an as-needed vendor bench for the Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-4 (RFP No. 22-4); and
- 2) Authorize the City Manager, and/or his designee, to take action necessary to execute and finalize each proposed agreement (No.'s 3988-3990) on behalf of the City; and
- 3) Take such additional or alternative action that may be desirable.

15. **APPROVAL OF PROVIDING RECRUITMENT INCENTIVES FOR QUALIFIED POLICE OFFICERS AND POLICE DISPATCHERS**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a program to provide recruitment incentives for qualified Police Officers and Police Dispatchers and referral bonuses to current employees; and
- 2) Take such additional, and related, action that may be desirable.

16. **APPROVAL TO SUBMIT APPLICATION FOR THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FISCAL YEAR 2022 COPS HIRING PROGRAM (CHP)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Fiscal Year 2022 COPS Hiring Program (CHP); and
- 2) Take such additional, related, action that may be desirable.

17. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-41 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 8, 2022**

RECOMMENDATION: Adopt Resolution No. 22-41 approving the Warrant Register dated June 8, 2022.

18. APPROVAL OF CITY COUNCIL MINUTES – SPECIAL MEETING APRIL 8, 2022; SPECIAL MEETING APRIL 9, 2022; APRIL 13, 2022; SPECIAL MEETING APRIL 23, 2022; APRIL 27, 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

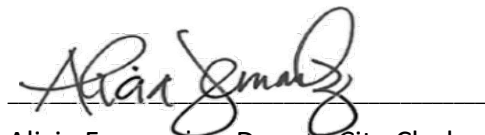
Council member announcements; requests for future agenda items; conference/meetings reports.

- **Councilmember Peralta**
 - a. Recognition of Schurr High School AVID 2022 Scholarship Recipients
 - b. Request Council consensus to have LGBTQ friendly artwork/poetry from the community displayed at City Hall
 - c. Requesting action to adopt and recognize June 3rd as National Gun Violence Awareness Day
 - d. Appointment of Henry Fimbres to the Personnel Advisory Commission
 - e. Recognition and Congratulations to BLVD MRKT for being named Business of the Year for Supervisor District 1 by the Los Angeles County Business Federation
- **Councilmember Melendez**
- **Councilmember Torres**
- **Mayor Pro Tem Jimenez**
- **Mayor Cobos-Cawthorne**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 22, 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 5, 2022 5:00 p.m.**

A handwritten signature in black ink, appearing to read 'Alicia Fernandez', is written over a horizontal line.

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: Nicholas Razo, Director of Human Resources and Information Technology

SUBJECT: **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)**

DATE: June 8, 2022

RECOMMENDATIONS:

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).

FISCAL IMPACT

The City of Montebello's employees are represented by ten (10) different employee associations. Each of these employee associations is comprised of specific job classifications, separated by miscellaneous/non-safety groups and safety groups (i.e., Fire and Police). Salaries, benefits, fringe benefits and other related items are detailed in comprehensive, City Council approved Memoranda of Understanding, one for each group. The MOUs for the MPMA and MPOA groups expired December 31, 2021. As detailed below, management has been engaged in labor negotiations since November 2021 to discuss successor MOUs.

These negotiations have been focused on salaries – based upon the results of the recently completed, comprehensive Classification and Compensation study. This study has been requested by every employee association over a number of years. The goal of

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)

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the study was to review salary and benefits for all Montebello job classifications, compared to an agreed upon “comparator group” of 13 comparators for sworn Police positions. Results from this study were presented to the City Council in summer 2021, and shared with all employee groups in August 2021, including numerous “town hall” meetings held to explain the study and its conclusions.

The Classification and Compensation study indicated that Montebello salaries (i.e., base pay) were behind the market, with the “market” defined as the agreed upon comparator group of similar cities. The study concluded that 83% of positions were more than 5% behind the market. The study found that, on average, Montebello is 21% behind market on the salary ranges of its positions. Specifically, sworn Police personnel ranged from 1%-7% behind market.

Staff presented these findings to the City Council and the various employee associations during the summer of 2021. The intent of this study was to determine a path for labor negotiations. Typically, labor negotiations have been approached with a simple, across the board, “cost of living adjustment” (COLA) proposal format. However, as evidenced by the study data, this COLA approach has led to the City being behind the market in the wages offered.

Management intended to take a new approach to labor negotiations, with the intent of bringing salary ranges closer to market. This approach required a new way of thinking – moving individual job classifications at different rates (percentages) versus offering an across the board, one-size-fits-all COLA to all positions in an association. The outcome would bring all job classifications to market rates, in addition to the creation of a comprehensive salary schedule.

The benefit of using the Classification and Compensation study data was to bring fairness and equity to labor negotiations. Management presented this approach to the City Council and received direction to bring all salaries “to market” within three years. With this direction from the City Council, Management began labor negotiation discussions in November 2021. The focus for this round of labor negotiations was on base salaries and establishing – for the first time in the City’s history for all positions – a comprehensive salary schedule with defined ranges and steps.

Management presented this approach to the associations through individual meetings (per the meet and confer process), explaining that the focus of negotiations would be on base salaries, with the knowledge that the study indicated health benefits were also behind market. However, as the City continues to work towards fiscal stability, limited resources require the focus on salaries first, with the intent of reviewing health benefits during the next round of successor MOU discussions.

Through the numerous negotiation meetings, additional fringe benefits were discussed – besides base salaries – and both sides eventually agreed to adjustments in certain non-

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)

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base salary fringe benefit items. For example both the MPMA and MPOA will be receiving increases in Education Incentive and Certificate Pay. There is also a change to bilingual pay compensation, which offers up to \$150/month for individuals who can successfully demonstrate the ability to read, write and speak a second language.

The table below provides an overview of the updated Education and Certificate Incentive Pay for both MPMA and MPOA:

	MPMA	MPOA
Education Incentive	A.A. or Intermediate POST = \$300/month; B.A./B.S./Advanced POST = \$500/month	A.A. or Intermediate POST = \$300/month; B.A./B.S./Advanced POST = \$500/month
Certificate Incentive	POST Supervisory Certificate = \$250/month; POST Management Certificate = \$250/month	POST Supervisory Certificate = \$250/month

The Education incentive increased \$50/month for an A.A./Intermediate POST and \$100/month for a bachelors/Advanced Post for both groups. The Certification incentive increased \$100 for MPOA and \$100 for MPMA.

The largest cost increase of the new MOUs is related to base pay. As noted above, City Council provided direction to bring all classifications to market within three years. Through negotiations, all classifications covered by both groups will be at market by July 1, 2022 – well before the three year direction provided by the City Council. In fact, besides Police Officer, all positions will be at market to the retroactive date of January 1, 2022. (Given the expiration of the prior MOUs in December, salary adjustments will be retroactive to January 1, 2022, for both MPMA and MPOA).

Therefore, there will be salary costs in the current fiscal year for six months of salary adjustments back to January 1, 2022. Furthermore, salary adjustments will then occur the first pay period of July 2022. The table below summarizes the annual cost for the salary adjustments, by Police bargaining group:

	FY 2021-22	FY 2022-23
MPMA	\$12,621	\$37,268
MPOA	\$36,831	\$157,063
TOTAL	\$49,453	\$194,331

It should be noted that the term of the MOUs with each group are one and a half (1.5) years: January 1, 2022 – June 30, 2023.

The FY 2022-23 budget will be built utilizing the updated salary ranges, with the estimated increase to base salaries indicated above accounted for in the Police Department budget.

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)

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Budget presentations will be made for FY 2022-23 assuming the projected salary cost increases noted above.

In addition to the base salary and fringe benefit improvements, the City and the MPMA and MPOA employee groups tentatively agreed to two (2) additional paid Holidays: Juneteenth (June 19th) and Columbus Day/Indigenous People's Day (2nd Monday in October). The City will also provide true holiday leave, instead of requiring employees to use their own annual leave for a recognized City holiday. As detailed in each respective MOU document, a holiday leave bank will be provided to each employee. This holiday leave bank increases total leave available to employees, and does not negatively impact their earned vacation accrual.

The Classification and Compensation study also identified that employee leave banks were behind the market. As a remedy, the City proposed to eliminate Annual Leave (AL) and freeze it for members to use during service and or to sell hours during service and at separation. The AL is replaced with vacation and sick leave accruals for all employee groups, in an effort to better align with the market.

Management firmly believes the packages negotiated with the employee groups are fair and equitable. Most importantly, the salary increases will bring the City's employees up to market pay rates before the end of the MOU term, as directed by the City Council. This is an important accomplishment that helps with recruitment and retention – two important goals in helping Montebello progress and accomplish more.

The City's improved financial standing has allowed for the proposed MOUs to be negotiated and agreed upon. Management feels strongly that the negotiated packages of increased wages and improved fringe benefits are fiscally sustainable, and necessary for Montebello to remain competitive in the public sector labor market.

BACKGROUND

The City of Montebello has ten (10) separate and distinct employee associations. All employees are represented by one of these ten associations – depending upon job classification and whether the position is safety (i.e, Fire or Police) or non-safety. The most recent set of MOUs expired on December 31, 2021.

Management has been engaged with all employee associations for the past six months in active labor negotiations. In addition, Staff has been meeting with each employee group since the summer of 2021 to discuss the Classification and Compensation study, and its results. The following paragraphs outline the timeline and path taken from the initiation of the Classification and Compensation study through the presentation of successor MOUs. In April 2020, the City initiated an RFP and identified an approved vendor to perform a Classification and Compensation study. The City selected Public Sector Personnel Consultants (PSPC) to conduct this study. Additionally, in September 2020, the City met

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)

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with each employee group to discuss the process for conducting the Classification and Compensation study.

The City and employee associations met and conferred on the comparable cities to which the data would be surveyed – the “market” against which Montebello’s salary and benefits would eventually be compared. The employee groups had the opportunity to provide input and agreed to the study and all of its components. Moreover, in October 2020, the City met with the various associations to discuss the data that would be examined. Over the years, most employee groups have requested a Classification and Compensation study be conducted as part of each round of negotiations.

In August 2021, the Human Resources Department met with employee groups to present the findings of the study. The Administration and Human Resources Departments began to prepare for negotiations for the period of January 1, 2022, to June 30, 2023. The current Memoranda for both associations expired December 31, 2021.

In November and December 2021, respectively, the City met with MPMA Board President David Kim and MPOA Board President Omar Rodriguez. City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Director of Finance Michael Solorza and the Human Resources Department were in attendance. The City met separately with each employee group and provided a proposal for the successor MOU. The associations were given time to review the proposals and identify questions for clarification and or craft their counter-proposal, with subsequent meetings held as necessary to analyze each proposal and counter-proposal.

The City held multiple labor negotiation meetings and continued the meet and confer process with each employee group over the past six months. During the negotiation meetings, the City provided clarifications for follow up and revised provisions that the groups then took back to their membership for review and ratification. Findings from the Classification and Compensation study were presented, indicating the relative change in pay for each classification, along with describing and explaining the new comprehensive salary schedule. Again, the approach for this round of MOU updates was to bring salary ranges for all classifications to market within three years.

MPMA and the City have tentatively agreed to the Comprehensive Memoranda being presented for adoption and the attached draft administrative policies that includes relevant provisions (see also the summary table in “Fiscal Impact” section above):

- Salary increases per the Classification and Compensation study
- Education/Certification Incentive Pay
- Bilingual Pay
- Creation of Vacation, Sick and Holiday leave accruals

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)

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At this time, the MPMA employee group has tentatively agreed that the Comprehensive Memoranda of Understanding being presented for adoption and the attached draft administrative policies accurately identify those items that were tentatively agreed upon and all current active provisions from preceding MOU between the City and the MPMA. These Comprehensive MOU memorialize salary, benefits and related items already included in the MOU currently in effect for these groups.

MPOA and the City have tentatively agreed to the Comprehensive MOU being presented for adoption and the attached draft administrative policies that include these provisions:

- Salary increases per the Classification and Compensation study
- Education/Certification Incentive Pay
- Bilingual Pay
- Creation of Vacation, Sick and Holiday leave accruals

At this time, the MPOA has tentatively agreed that the MOU being presented for adoption and the attached draft administrative policies accurately identify those items that were tentatively agreed upon and all current active provisions from preceding MOU between the City and the MPOA. The various Comprehensive MOU memorialize salary, benefits and related items already included in the comprehensive MOU currently in effect for these groups.

The effective dates and term of the proposed updated MOUs are January 1, 2022, through June 30, 2023. The remaining group that the City continues to meet and confer with is the Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (SMART-TD). All other associations had successor MOUs approved at prior April and May City Council meetings.

SUMMARY

Current MOUs for both the MPMA and MPOA expired December 31, 2021. Management has been engaged in active labor negotiations through the meet and confer process since November 2021. The basis for negotiations has been the results of the Classification and Compensation study completed in the summer of 2021.

Prior to the study being completed, in September 2020, the City met and conferred with MPMA and MPOA to initiate the Classification and Compensation study. The City successfully engaged in Labor Negotiations, from November 2021 through May 2022, to reach tentative agreements with the MPMA and MPOA for new contracts with terms of January 1, 2022, to June 30, 2023.

The single largest cost item of the new, proposed MOUs is the increase to base salaries. The City Council previously provided direction to Management to bring all salaries to market rate within three years. The proposed, updated MOUs accomplish this City

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)

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Council direction, bringing employees in both MPMA and MPOA to market by July 1, 2022. The salary range updates were made utilizing data from thirteen (13) public agencies to establish the “market” against which Montebello salary ranges were compared.

In addition to updating salary ranges, other fringe benefit items (monetary and non-monetary) were improved and updated as part of the labor negotiation process:

- Bilingual Pay
- Creation of Vacation, Sick and Holiday leave accruals
- Education/Certification Incentive Pay

Implementation of these Memoranda will begin to align the City of Montebello with current market rates to allow the City to better retain and attract employees. The City worked diligently to update the MOU provisions to align with the new points of agreement and made a concerted effort to remove any language in the MOUs that was unclear or antiquated. Implementation of the structured salary schedule will also allow for transparency and ease of administration of employee salary increases, and will be the first time in Montebello's history that a comprehensive salary schedule exists for all classifications.

It is being requested that the City Council approve a Resolution to adopt successor MOUs between the City and the MPMA and MPOA employee groups to cover the period from January 1, 2022, to June 30, 2023.

ATTACHMENTS

- A. Attachment A – Resolution No. 22-38 of the City Council of the City of Montebello Approving the Comprehensive Memorandum of Understanding between the City of Montebello and the Montebello Police Management Association for the Period of January 1, 2022 through June 30, 2023
- B. Attachment B – Resolution No. 22-37 of the City Council of the City of Montebello Approving the Comprehensive Memorandum of Understanding between the City of Montebello and the Montebello Police Officers Association for the Period of January 1, 2022 through June 30, 2023
- C. Attachment C – Structured Salary Schedule

ATTACHMENT A

RESOLUTION NO. 22-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2023

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPMA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (EXHIBIT A).

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

SECTION 1: The MOU between the City of Montebello and the MPMA dated January 1, 2022 through June 30, 2023 and attached is hereby approved.

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 8th 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. 22-38

Page 2 of 2

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. 22-38 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 8th day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

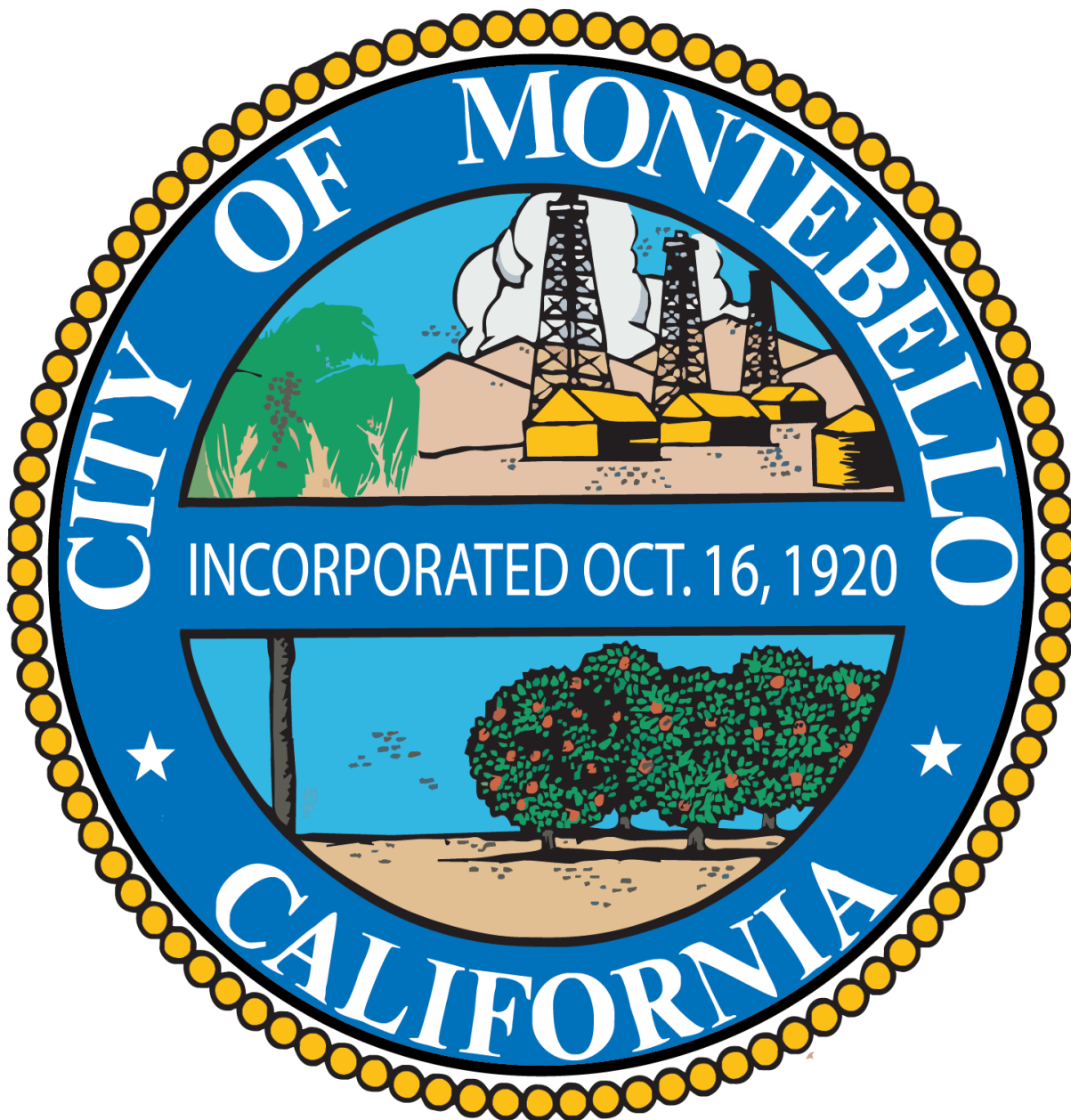
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been 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 – MPMA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE MANAGEMENT ASSOCIATION



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2023

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THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Police Management Association (MPMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-29 adopted by the City Council on July 28, 2021. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One and one-half (1 ½) years. From 1/1/2022 to 6/30/2023.

SECTION B RECOGNITION

The **Montebello Police Management Association (MPMA)**, is the exclusive representative of the employees of the Police Captains and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "**Meet and Confer**" sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendixes to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit members to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II - COMPENSATION

SECTION A SALARY PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range effective on the dates noted below:

Unit employees covered under this MOU will be placed at the appropriate Step, within the new salary range as noted in the tables below that is closest to their current rate of pay at the time of City Council approval of this MOU, without being less than their current rate of pay.

Effective January 01, 2022:

Position	New Range Number	New Annual Salary Range
Police Lieutenant	57	\$132,654 - \$165,666
Police Captain	63	\$153,838 - \$192,122

* See salary matrix attached

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

Effective First Full Pay Period of July 2022:

Position	New Range Number	New Annual Salary Range
Police Lieutenant	57	\$132,654 - \$165,666
Police Captain	63	\$153,838 - \$192,122

* See salary matrix attached

Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS

MPMA unit members shall be eligible for paid overtime at a rate of up to 1.5 times their base salary, limited to special assignments where the overtime is fully reimbursable to the City through local, state, or federal grants, or private/ other external funding sources. The rate of overtime (up to 1.5 times the unit member's base salary plus incentives) shall be determined by written agreement with the external funding source, who shall timely reimburse the City for overtime costs expended by the City for such special assignments. All MPMA unit members receive 1.0 rate overtime, paid at base rate plus incentives for covering watch commander shifts, court appearances, internal investigations, training, and for emergency call outs.

SECTION C POLICE LIEUTENANT PAY

The City agrees to compensate Police Lieutenants at the rate of straight time (base rate plus incentives) for the following activities;

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a qualified sergeant is not available to move-up as described below.
 - For training; critical incidents or for call outs for homicides or major incidents.
- a) A “qualified sergeant” is defined as a sergeant who is not on probation, has completed the 40 hour POST supervisor training course and has attended Title 15 training (jail operations).
 - b) A watch commander “vacancy” is defined as: when there is not a lieutenant or above on duty and no qualified sergeant is available to move-up to cover the watch commander position.
 - c) The City agrees that if overtime is required to fill the watch commander position, or a subordinate position through the move-up process, the first priority will go to the rank of Lieutenant.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

- d) With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

SECTION D ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

All members of the bargaining unit who currently accrue (forty) 40 hours have the option each January, to either cash out up to forty (40) hours of administrative leave or to convert up to forty (40) hours of administrative leave to the City's Deferred Compensation 457 Plan, hours will be paid at the base rate of pay plus incentives.

SECTION E UNIFORM ALLOWANCE

1. The City agrees to provide unit members uniform allowance in the amount of ~~will be~~ \$950 per fiscal year. This allowance is paid the second (2nd) pay period in August.

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by Government Code, which prescribed the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. **These employees are also referred to as "Classic CalPERS Members".**

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

The current retirement formula is 2.7% at 57

SECTION B EMPLOYEE CalPERS CONTRIBUTION

A. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the 9% employee contributions toward their CalPERS pension. Each Classic CalPERS unit member shall also contribute an additional (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of (12%).

B. CalPERS (PEPRA) Members (as defined by CalPERS):

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA unit member is 12.25%, with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

Full-time active MPMA safety unit members hired prior to June 26, 2019 or who immediately prior to joining the MPMA unit served as full-time active MPOA safety unit members;

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPMA for the 2003- 2004 negotiations to all full-time MPMA or MPOA members hired prior to the date a new MOU is approved by the City Council (following ratification by MPMA). The terms and eligibility requirements remain and are clarified as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes (one percent) 1% of a unit member's salary. Should the Trust assets, at any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPMA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the unit member:
 - a). Must currently be employed as an active full-time safety unit member of the MPMA;
 - b) Must be at least fifty (50) years of age (no minimum age requirement for disability retirement);
 - c) Must retire directly from the City of Montebello;
 - d) Must have at least fifteen (15) full-time years of active City service at the time of service retirement the fifteen (15) years does not have to be the result of contiguous employment however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time safety unit employee of the City, or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit for MPMA unit members with less than twenty five (25) years of fulltime active service will be determined by the number of full years of City service multiplied by \$25.00. Examples of calculations are as follows: Fifteen (15) years of City service multiplied by \$25.00 = \$375 per month; Twenty four (24) years of City service multiplied by \$25.00 = \$ 600 per month, The monthly retiree benefit only for MPMA unit members with twenty five (25) full years or more of active City service shall not be determined by the number of full years of City service multiplied by \$ 25.00, rather all MPMA unit members who retire with twenty five (25) years or more of active full-time City service shall receive a flat rate equal to the value of the City's medical allowance for current MPMA unit members (currently \$1,090). The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time unit members hired on or after June 26, 2019:

All full- time unit members hired on or after June 26, 2019 shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

ARTICLE V – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one full pay-period after the adoption of this MOU annual leave banks will be frozen and accruals will cease. All MPMA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

Employees will continue to have the option of converting accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an election before December 31 of each calendar year in order to receive the cash out in the following year. The maximum cash out of Annual Leave is 240 hours and shall be paid out at the employee's current base rate of pay plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs -19 yrs (157 months - 228 months)	6.15 hours	160 hours	320 hours
20 yrs	7.69 hours	200 hours	336 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation shall be paid out at the member's current base rate of pay.

- All members with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked for purposes of computing overtime.
- Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

No sick leave shall be granted prior to ninety (90) days of employment.

2. Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230 (c) and 230.1 (a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

3. Other Rules:

- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for disapproved vacation leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime. When Sick leave hours are used, any overtime will be at the rate of 1.0.
- Sick leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.
- After sick leave has been exhausted, employee may use accrued vacation leave.

SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at current base rate of pay.

SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, unit employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

Holidays

1. NEW YEAR'S DAY-January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY-Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY-July 4th
7. LABOR DAY-First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY-November 11th
10. THANKSGIVING DAY-Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November
12. CHRISTMAS DAY-December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate equivalent to the employees work scheduled hours for each full holiday, which occur during the calendar year.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employees changing units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in this Unit work without regard to holidays. Employee's whose regular schedule work-day occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Remaining Holiday Hours

If an employee has not used all of their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base pay including all incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at current base rate of pay.

4. Other Rules

Holiday hours will be considered hours worked when computing overtime.

In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of compensatory time off (CTO) hours that may be accumulated by MPMA members is one hundred twenty (120) hours will be paid at the base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

Members of the MPMA may be issued take home vehicles where approved by the Chief of Police, based on his/her discretion.

SECTION B UNIT WORK SCHEDULES

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.

- a. 3/12 & 8 Schedule
- b. 4/10 Work Schedule
- c. 9/80 Work Schedule
- d. 5/40 Work Schedule

2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION C MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION D AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but is not limited to; adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION E SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **one and one-half (1 ½)** years. **From 1/1/2022 to 6/30/2023.**

David Kim

Date

Montebello Police Management Association President

René Bobadilla

Date

City Manager

DRAFT



**City of Montebello, California
Policy & Procedures Manual**

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. Testing:**
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



APPENDIX A

City of Montebello, California Policy & Procedures Manual

Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 04/27/2022)



City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide “Bereavement Leave” to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. “*Immediate family member*” shall mean the employee’s parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including “Step” family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.
- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
 - 1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.



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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn

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police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of

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Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after **June 26, 2019**, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after **May 15, 2019**, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after **April 22, 2019**, each MCEA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5 % base salary increase
After 15 years of full-time service	2.5 % base salary increase
After 20 years of full-time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with five (5) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains five (5) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

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C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full-time City sworn personnel unit member service.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective July 1, 2019:

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

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B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's



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remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

- A.** Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

- B.** A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

- C.** A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

- D.** A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 04/27/2022)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

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(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

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(Revised: 03/21/95; 07/28/21)



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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	\$250/month
Management Certificate	\$250/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month
POST Supervisory Certificate	\$250/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$250/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate or AA/AS or 60 units
- B. \$400/month for Firefighter II Certificate or BA/BS or 120 units
- C. \$600/month for Company Officer Certificate

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The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO SUPERVISORS' ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 05/25/2022)

ATTACHMENT B

RESOLUTION NO. 22-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE OFFICERS ASSOCIATION (MPOA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2023

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPOA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (EXHIBIT A).

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

SECTION 1: The MOU between the City of Montebello and the MPOA dated January 1, 2022 through June 30, 2023 and attached is hereby approved.

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 8th 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. 22-37

Page 2 of 2

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. 22-37 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 8th day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

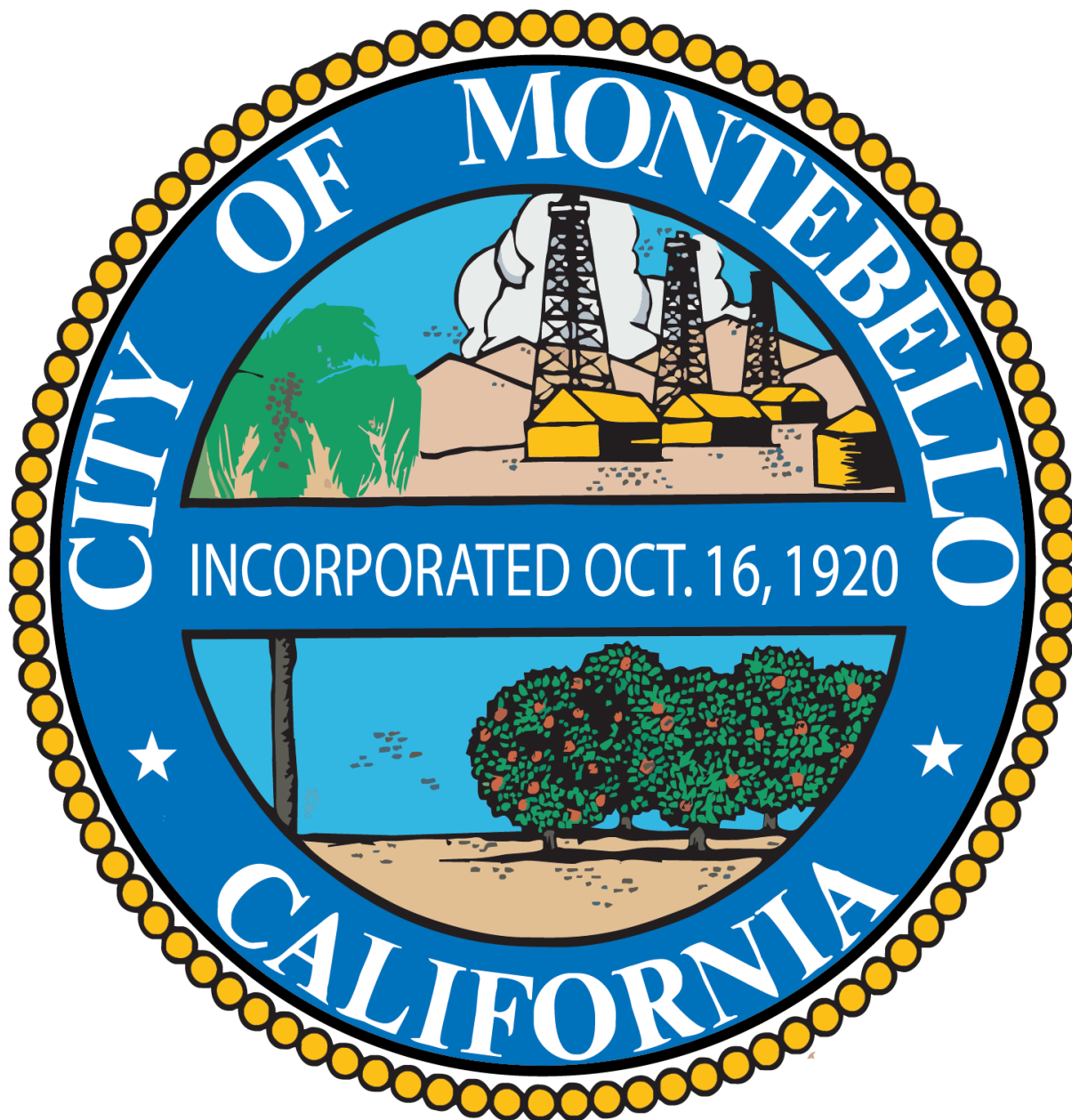
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been 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 – MPOA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION



FOR JANUARY 1, 2022 THROUGH JUNE, 2023

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THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Police Officer's Association (MPOA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-33 adopted by the City Council on July 28, 2021, except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One and one half years (1½).from 1/1/2022 to 6/30/2023.

SECTION B RECOGNITION

The City recognizes the **Montebello Police Officer's Association (MPOA)** as the exclusive recognized employee organization for employees of in the classifications of Police Officers, Police Corporals and Police Sergeants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during meet and confer sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to deduct Association membership dues as authorized by State law.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit members to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range effective on the dates noted below:

Unit employees covered under this MOU will be placed at the appropriate Step, within the new salary range as noted in the tables below that is closest to their current rate of pay at the time of City Council approval of this MOU, without being less than their current rate of pay.

Effective January 1, 2022:

Position	New Range Number	New Annual Salary Range
Police Officer	37	\$80,955 - \$101,101
Police Corporal	41	\$89,359 - \$111,597

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

* See salary matrix attached

Effective First Full Pay Period of July 2022:

Position	New Range Number	New Annual Salary Range
Police Officer	38	\$82,979 - \$103,629
Police Corporal	41	\$89,359 - \$111,597
Police Sergeant	48	\$106,220 - \$132,654

* See salary matrix attached

Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B DETECTIVE/TRAFFIC PAY

Effective July 1, 2013, unit employees with a ranking of Sergeant and below who are working in the Detective Bureau, or Investigative Traffic Bureau, shall be paid Incentive Pay in an amount equal to three percent (3%) of his or her base salary.

SECTION C UNIFORM ALLOWANCE

During the second pay period in August of each year, the City shall provide all Unit employees an annual uniform allowance of nine hundred and fifty dollars (\$950).

SECTION D ON-CALL COURT TIME

A three (3) hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four (4) hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

SECTION E DETECTIVE CALL OUT

Police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours called out effective July 2, 1989.

ARTICLE III – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one (1) full pay-period after the adoption of this MOU annual leave banks will be

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

frozen and accruals will cease. All MPOA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

An employee may make an irrevocable election on or before December 31 of each year to cash out up to two hundred and forty (240) hours of Annual Leave to be paid out during the first full pay period in the following January. The optional election to cash out of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used as time off upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. **Accrual and Cap:** Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours

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13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs – 19 yrs (157 months 228 months)	6.15 hours	160 hours	320 hours
20 yrs	7.69 hours	200 hours	336 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation shall be paid out at the member's current base rate of pay.

All members with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.
- *Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.*

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

2. No sick leave shall be granted prior to ninety (90) days of employment.
3. Sick leave may be allowed for:

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230 (c) and 230.1 (a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

4. Other rules:

- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for disapproved vacation leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime.
- Sick leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (1/2) the current base rate of pay during the first (1st) pay period in January.
- After sick leave has been exhausted, employee may use accrued vacation leave.

5. SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at current base rate of pay.

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SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, unit employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY-January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY-Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY-July 4th
7. LABOR DAY-First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY-November 11th
10. THANKSGIVING DAY-Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November
12. CHRISTMAS DAY-December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate equivalent to the employees work scheduled hours for each full holiday, which occur during the calendar year.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employees changing units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in this Unit work without regard to holidays. Employee's whose regular schedule work-day occurs on an observed holiday may request to use their holiday hours

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for the day off (for a holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Accrued and Unused Holiday Hours

If an employee has not used all of their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base pay including all incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at current base rate of pay.

4. Other Rules:

Holiday hours will be considered hours worked when computing overtime.

In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

MPOA members may accrue a maximum of one hundred and twenty (120) compensatory time off (CTO) hours. At separation, CTO hours are paid out at the member's current base rate of pay.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define prescribe the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7533, et seq. These employees are also referred to as "Classic

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CalPERS Members”.

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as “new members”

The current retirement formula is 2.7% at 57

SECTION B EMPLOYEE CALPERS CONTRIBUTIONS TO CALPERS

A. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the nine percent (9%) employee contributions toward their CalPERS pension. Each Classic CalPERS unit member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of twelve percent (12%). The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS MPOA unit members.

B. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA unit member is twelve and one-quarter percent (12.25%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

The City's contract with the Public Employee's Retirement System includes Section 21024 – Military Service Credit as Public Service.

SECTION D LEVEL THREE SURVIVOR BENEFIT

The City pays the monthly cost of the Level Three Survivor Benefit.

ARTICLE V – POST-RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety unit members hired prior to June 26, 2019

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The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPOA for the 2003-2004 negotiations to all full- time MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of the unit member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPOA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the unit member:
 - a) Must currently be employed as an active full- time safety unit member of the MPOA;
 - b) Must be at least 50 years of age (no minimum age requirement for disability retirement);
 - c) Must retire directly from the City of Montebello;
 - d) Must have at least fifteen (15) full- time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full- time employee of the City), or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.
- 4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by twenty-five dollars (\$25.00). The maximum benefit allowable will be calculated at twenty-five (25) years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: fifteen (15) years of City service multiplied by \$ 25.00 = \$375 per month; twenty five (25) years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.
- 5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.
- 6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

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7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time unit members hired on or after June 26, 2019:

All full-time unit members hired on or after June 26, 2019 shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION B TRUST ACCOUNT

The City has established a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The City shall contribute one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits will continue after Medicare eligibility at the same level as pre Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employee's survivors. The one percent (1%) salary contribution will be counted toward total compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the Police Association.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as EXHIBIT A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

The City adopted the patrol schedule that was developed as a collaborative effort between the Montebello Police officer's Association and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization.

2016 Staffing Levels attached as EXHIBIT B

SECTION C FINANCIAL DISCLOSURE

Unit employees assigned to Detectives, both Adult and Juvenile, Narcotics and Intelligence

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Units shall be required to make financial disclosure under Government Code Section 3308. In addition, other Unit employees who are placed in assignments in which there is the propensity for bribes or other improper inducements to be offered shall be subject to the financial disclosures required under Government Code Section 3308.

SECTION D UNIT WORK SCHEDULES

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.
 - a. 3/12 & 8 Schedule
 - b. 4/10 Work Schedule
2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION E WORK PERIOD AND OVERTIME

The City of Montebello has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be 14 days in length commencing on January 8, 1995 at 12:01 a.m. In determining an employee's eligibility for overtime compensation in a work period, all paid leaves, except sick leave shall be included as actual hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over 86 in a 14 day work period, the City will provide overtime compensation for all hours worked, or deemed worked, over 80 in the work period.

SECTION F RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

SECTION G MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights)

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

and employment law; to make and enforce.

SECTION H SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for one and one half years (1½). From 1/1/2022 to 6/30/2023.

Omar Rodriguez Date
Montebello Police Officers' Association President

René Bobadilla Date
City Manager



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. Testing:**
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/11/2022)



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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide “Bereavement Leave” to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. “*Immediate family member*” shall mean the employee’s parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including “Step” family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.
- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
 - 1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.



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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn

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police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of

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Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after **June 26, 2019**, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after **May 15, 2019**, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after **April 22, 2019**, each MCEA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5 % base salary increase
After 15 years of full-time service	2.5 % base salary increase
After 20 years of full-time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with five (5) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains five (5) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

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C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full-time City sworn personnel unit member service.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective July 1, 2019:

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

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B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's



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remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

- A.** Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

- B.** A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

- C.** A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

- D.** A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 04/27/2022)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

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(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

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(Revised: 03/21/95; 07/28/21)



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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	\$250/month
Management Certificate	\$250/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

APPENDIX F



City of Montebello, California Policy & Procedures Manual

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month
POST Supervisory Certificate	\$250/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$250/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate or AA/AS or 60 units
- B. \$400/month for Firefighter II Certificate or BA/BS or 120 units
- C. \$600/month for Company Officer Certificate

APPENDIX F



City of Montebello, California Policy & Procedures Manual

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO SUPERVISORS' ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 05/25/2022)

Montebello Police Department

Rotation Agreement

Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5
Overall Evaluation	6.5

Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

EXHIBIT A
Montebello Police Department
Rotation Agreement

The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

EXHIBIT A
Montebello Police Department
Rotation Agreement

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.

EXHIBIT A
Montebello Police Department
Rotation Agreement

Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

Montebello Police Department

Rotation Agreement

Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

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Montebello Police Department

Rotation Agreement

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

EXHIBIT A
Montebello Police Department

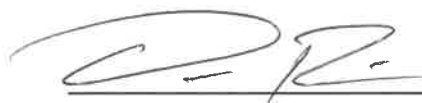
Rotation Agreement

Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

 9/30/2020

Omar Rodriguez

Date

Montebello Police Officer's Association President

 9-29-20

Brad Keller

Date

Chief of Police

EXHIBIT B

The following directive will be effective August 21, 2016. Any previous memo, directive, or order issued by any member of this department (past or present) on the topic of “beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty” is hereby countermanded.

This memo supersedes any previous memo, directive or order that addressed or addresses “beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty” and will remain in force until such time the chief of police determines otherwise.

Purpose:

The purpose of this directive is to establish a guideline in determining desired and mandatory staffing allocation in patrol to meet the needs of the community and the department.

Ultimately the long-term goal is to implement policy to address our staffing needs not only in patrol but throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward it is the goal of the Department to formalize staffing levels based on workload-based models including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department’s data in order to effectively deploy personnel. This is the first step in formalizing our staffing needs by issuing this directive for short term staffing needs.

The below test model with the addition of SPU and other adjustments to special unit assignments will help us better determine our patrol staffing needs in the future.

Additionally the manner in which calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose this directive will address the watch commander’s responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only with the emphasis of patrol personnel remaining available for emergency calls for service.

Strategic Goals:

The goal of implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective possible response to law enforcement emergencies, neighborhood problems and traffic enforcement. This approach to calls for service facilitates problem solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and future direction of the department.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short term staffing directive:

As we continue to study and analyze information it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us now and will more likely change as we move forward.

Both methods have been determined by a number of factors including but not limited to; days and times of the week/month/year that through preliminary research and analysis show an increase or decrease in field activity; anticipated increase in field activity due to special events; certain holidays, or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able bodied personnel on-duty and in the City at any given time.

The two levels are desired “soft” staffing levels and mandatory “hard” staffing levels.

Desired “soft” staffing levels:

Desired “soft” staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice at any given time there is the potential to have anywhere from a minimum of eight patrol personnel, including field supervisor and watch commander, to fourteen field

EXHIBIT B

personnel including the above and special assignments not including detectives, narcotics and other sworn personnel on-duty at any given time.

The desired “soft” staffing levels are described as follows:

- Team One - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Two - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Three - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Four - seven (7) patrol personnel on Thursdays and eight (8) on Fridays and Saturdays not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic).

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

Using special units to supplant patrol to meet soft staffing levels is not permitted unless approved by the duty chief.

Mandatory “Hard” staffing levels:

Mandatory “hard” staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory “hard” staffing levels for patrol personnel are described as follows:

Team One

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

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Team Two

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Three

- Wednesday - Friday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Saturday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Four

- Thursday five (5) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to six (6) until 0200 hours
- Friday - Saturday six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to seven (7) until 0400 hours

When four patrol personnel are deployed on these teams the call signs and geographical coverage will change from beat assignments (A through F) to district assignments (1 through 4) based on our district Policing Model.

To distinguish from beat assignment to district assignments the call signs for each district will be designated by team (Team 1,2,3, or 4) the letter Z-Zebra and the applicable district (1,2,3,or 4). For example; team 1 district 1 call sign will be 1Z1, team 1 district 2 call sign will be 1Z2 and so on.

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the

EXHIBIT B

augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

In the event the “hard” minimums indicated above are not met due to unanticipated vacancies the watch commander shall order other available patrol personnel to work to meet the hard minimums.

Special unit personnel shall not be used to supplant patrol personnel to meet hard minimums unless approved by the duty chief.

Maximum staffing and tactical deployments:

The following holidays and events are considered maximum staffing days with no time off guaranteed for on-duty personnel and all off duty patrol personnel are subject to working mandatory overtime based on departmental staffing needs (this list does not exclude other days being identified as maximum staffing days based on departmental needs):

- New Year’s Eve
- Armenian Commemoration Events typically April 22, 23, and 24th.
- July 4th
- City 5K and Parade typically in the month of October.
- Hearts of Compassion Food Distribution (one Saturday in November and one Saturday in December)
- Christmas at the Cannon, December 24th

Each maximum staffing day will be identified on the bid list for the shift affected. When bidding for a team staff should consider the above and plan appropriately.

Requesting time off:

It is the goal of this department to afford time off to those requesting with notice.

Notice will be defined as follows: Time off request should be submitted no later than 72 hours prior to the requested day(s) off. Request within less than 72 hour notice will be determined on a case by case basis by the on-duty watch commander.

Overtime to cover requests within less than 72 hour notice will not be permitted unless approved by the duty-chief.

Extended time off, three or more consecutive days, should be submitted at least one month in advance. In most instances vacation time will be granted excluding those requests falling on, near, or during maximum staffing events described above.

Calls for Service:

The watch commander has the discretion to determine when any call for service should be held until sufficient patrol personnel are available. Likewise the watch commander may determine that self-initiated discretionary activity be reserved for emergency action only when staffing levels do not permit for such discretionary activity.

Response time to the highest priority call must still remain as rapid as possible, which include those that pose danger to the lives of citizens and/or police officers and present the opportunity to arrest an alleged offender.

Response times are not exclusively staffing driven. Balancing patrol district to minimize travel distances, and hence response times, allows for maximizing rapid response while controlling staffing.

Call prioritization is crucial in achieving response time goals. The proper priority classification and assignment of calls can eliminate unnecessary high speed responses. The goal is to provide the quickest and safest response time to all calls for service, providing the service excellence for the safety of our community.

When the watch commander determines there are not sufficient units available for self-initiated discretionary activity he or she should notify communications to inform patrol staff of such. Communications should notify patrol personnel to remain 10-8 until further notice.

When patrol personnel are informed to remain 10-8 no unit should commit themselves to any activity unless it is an emergency. This includes going out of service for breaks.

Special Problems Unit:

The Special Problems Unit's (SPU) focus is on crime prevention and control. Their duties range from assisting the community with on-going concerns, proactive enforcement, assisting detectives and special projects. Officers utilize a variety of enforcement strategies including marked and unmarked vehicles, bicycles, foot patrols, plainclothes and uniform assignments. Four officers are assigned to the SPU. Their days and hours are determined by the Detective Lieutenant. The SPU is not included in "hard" staffing levels.

Mental Evaluation Unit

The Mental Evaluation Team (MET) consists of a sworn officer who is partnered with a clinician from the Los Angeles County Department of Mental Health (DMH). The MET provides additional resources to patrol by responding to and handling calls involving the mentally ill and homeless. The partnership with Department of Mental Health affords the Police Department

EXHIBIT B

the ability to offer increased service to those individuals who need access to mental health services in an efficient manner. The MET should be on-duty 0800-1800 hours Monday – Thursday. The MET is not included in “hard” staffing levels. The call sign for the MET will be MET One.

Apprehension canine teams:

The apprehension canine teams consists of two K9 teams. The K9 teams provide patrol officers with assistance ranging from tracking of and search for suspects, article searches, and assist with high-risk situations such as high-risk traffic stops. K9 teams should function primarily as cover units and when available be assigned as the backup unit for most calls for service requiring two units. They may be assigned by the Watch Commander to other functions based on the needs of the watch at the time.

K9 teams should not be assigned to handle matters that will take them out of service for extended periods of time unless absolutely necessary and only with the approval of the Watch Commander. K9 teams can be assigned report calls that do not require an extended time out of service.

An apprehension K9 team should be on-duty 1600-0400 hours Sunday, Monday, Tuesday, Thursday, Friday, and Saturday. Canine Officers are included in “hard” staffing levels when on-duty and not in training.

Narcotic detection canine:

The narcotic detection canine (K9) team consists of one team. This team is trained to search for and detect the presence of narcotics. This team will bid for a shift pursuant to policy and be counted as part of the hard staffing levels in patrol.

Traffic Enforcement Response Officer:

The Traffic Enforcement Response (TER) Officer targets speeding and other traffic enforcement issues in the city. The TER Officer works primarily day shift and focuses his or her efforts on traffic accident reduction at intersections with the highest traffic accident rates and by rotating enforcement in school zones in the morning and afternoon high activity times.

The TER Officer also handles traffic complaints from citizens regarding on-going traffic concerns in neighborhoods. The TER Officer is not assigned to investigate traffic collisions unless otherwise assigned. The TER officer will be designated as such by the scheduling watch commander when staffing levels permit. His or her call sign will be T-2 (Tom 2).

Traffic Bureau:

Traffic Bureau Officers are responsible for investigating traffic collisions, hit and run investigations and all fatal vehicle accidents. They also conduct DUI and special enforcement details. Traffic Bureau Officers are not included in “hard” staffing levels.

Note: All special unit supervisors, with the exception of K9, shall submit a weekly schedule to all supervisors and command staff prior to the start of the work week.

Summary and conclusion:

It has become necessary to examine our approach to patrol functions in order to best determine when patrol personnel are deployed and how many patrol personnel are deployed at any given time. The concept of “beat minimums” is outdated and not the best approach to provide superior service to the community we serve.

The concept of peak work load staffing is well studied and proven to work throughout the country. As we continue to analyze data we will modify this plan to meet our needs as a department and for the community, using the peak work load staffing approach.

The peak work load staffing approach may include adjusting start and end times for patrol personnel. Everyone starting at the same time and ending their watch at the same time is an outdated model, not to mention there is no overlap. In order to accomplish briefing and briefing training we will explore the option of one day a week standard start times for patrol teams. With the briefing book being readily available via MDC briefing items of concern should not be an issue.

District policing is another concept that has been well studied and proven to work. The data will be analyzed to determine the appropriate district boundaries based on several factors such as response time, number of calls for service and call type.

It is no secret that crime is increasing throughout the country, Montebello is no different. Increases in crime can be attributed to a number of factors which most recently can be attributed to new legislation. In November it is expected that recreational marijuana use in California will be legal. Other states with legal recreational marijuana use have experienced an increase in calls for service and crime in general particularly DUI, petty theft and traffic collisions.

As laws change, so must the approach to enforcing those laws, which is the intent here. It is the desire of this administration that our staff will embrace and contribute to the changes set forth here and in the future.



The Montebello Police Officers Association

REPRESENTED CLASSIFICATIONS

Police Sergeant
Police Corporal
Police Officer

CITY OF MONTEBELLO 2022 PROPOSED SALARY MATRIX

Salary Range											Salary Range
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	1
2	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	2
3	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	3
4	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	4
5	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	5
6	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	6
7	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	7
8	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	8
9	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	9
10	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	10
11	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	11
12	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	12
13	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	13
14	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	14
15	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	15
16	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	16
17	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	17
18	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	18
19	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	19
20	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	20
21	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	21
22	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	22
23	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	23
24	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	24
25	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	25
26	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	26
27	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	27
28	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	28
29	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	29
30	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	30
31	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	31
32	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	32
33	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	33
34	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	34
35	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	35
36	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	36
37	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	37
38	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	38
39	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	39
40	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	40
41	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	41
42	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	42
43	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	43
44	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	44
45	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	45
46	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	46
47	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	47
48	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	48
49	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	49
50	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	50
51	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	51
52	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	52
53	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	53
54	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	54
55	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	55
56	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	56
57	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	57
58	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	58
59	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	59
60	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	60
61	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	61
62	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	62
63	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	63
64	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	64
65	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	65
66	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	66
67	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	67
68	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	68
69	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	69
70	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	70
71	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	71
72	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	72
73	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	73
74	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	74
75	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	75
76	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	76
77	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	77
78	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250	78
79	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250	\$285,207	79
80	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250	\$285,207	\$292,337	80



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: Adoption of Fiscal Year 2022-23 Operating and Capital Budget

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-43 adopting the Fiscal Year 2022-23 operating and capital budgets for all funds; and,
- 2) Adopt Resolution No. 22-44 adopting the compensation plan, table of organization and job classifications for Fiscal Year 2022-23 and,
- 3) Adopt Resolution No. 22-45 establishing a Fiscal Year 2022-23 appropriations limit per Government Code Section 7190 (Gann Limit); and,
- 4) Adopt Resolution No. 22-46 for paying and reporting the value of employer paid member contributions as required by a recent CalPERS audit.

FISCAL IMPACT

The City of Montebello celebrates its second century of incorporation with adoption of the Fiscal Year 2022-23 Operating and Capital budget. As the City begins its second century of existence, it is faced with a unique combination of opportunities and challenges. Montebello is on the right path – financially, organizationally and culturally. The past fiscal year witnessed the continuation of progress towards financial sustainability.

This budget builds upon the progress made in the last two years' award-winning budgets, and continues moving the organization forward and funds the services and programs key to the City Council's priorities. The City once again received the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the adopted

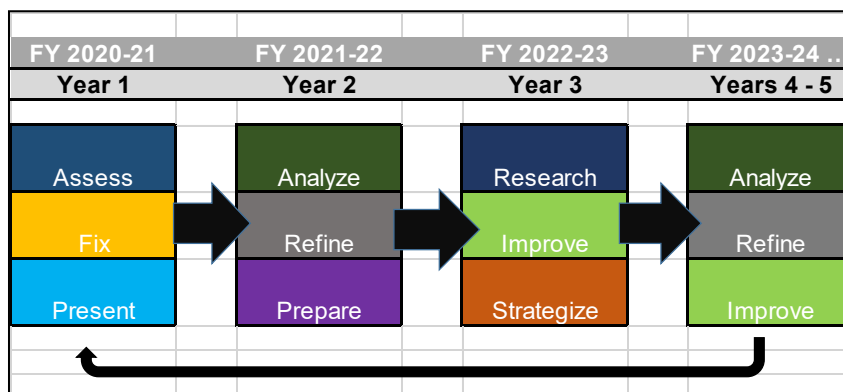
Adoption of Fiscal Year 2022-23 Operating and Capital Budget

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Fiscal Year 2021-22 budget document – the second consecutive year and only the second time in the City’s 100 plus year history. Receiving this award demonstrates the City’s commitment to producing an accessible budget document that effectively communicates the City’s financial priorities in a transparent manner. Staff will submit the FY 2022-23 budget for this award and fully expects to receive it for a third consecutive year.

Staff has created a five year budget development improvement process that establishes a set of building blocks, based on the ability to improve that year’s budget based on progress made the prior year. Each year the process becomes more sophisticated, with the end goal being a self-sustaining budget built around strategic goals.

The image below encapsulates this process, showing the basic building blocks for each year and the emphasis placed on a grouping of tasks designed to continuously improve the budget – and by extension the entire organization:



The current FY 2022-23 budget focuses on research, improvement (continued) and strategy. Utilizing focused and more in-depth research of revenue and expenditure trends allows for a much more accurate budget. Research into specific expenses and whether they are one time or continuing, and whether they are being recorded to the correct account, leads to improved budget requests. The same goes for revenue, and having a deeper ability to more accurately forecast revenue across all funds.

The FY 2022-23 budget document is more comprehensive, and the continued improvements will help the organization operate more efficiently. In addition, subsequent strategic planning goals will be more fully incorporated into the budget development process. This in turn will improve organizational effectiveness.

Ultimately, the five year process is designed to produce greater financial stability and promote fiscal responsibility. Fiscal sustainability can only be achieved when all parts of the organization are moving in the same direction and focused on achieving the same outcomes. Through a structured and strategic budget process, improvements can be made that will help fund essential operations while making these improvements part of the organizational culture.

Adoption of Fiscal Year 2022-23 Operating and Capital Budget

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The following pages present a high-level overview of the proposed budget. Greater detail can be found in the proposed budget document, as well as the “Budget Message,” included as Attachment F to this report. The budget document has been made available to the City Council in hard copy format, and the public can access the document via the City’s website. The budget document’s budget message and numerous tables, schedules, graphs and charts present a complete picture of the entire \$184 plus million spending plan.

General Fund

The General Fund budget, which provides funding for everyday services Montebello residents depend on – Police, Fire, community services, code enforcement, streets and park maintenance – is projected to have a \$695,700 surplus. General Fund expenditures of \$67,990,100 are less than forecasted revenue of \$68,685,800, creating the surplus for FY 2022-23.

The table below provides a summary of General Fund revenues vs. expenditures:

General Fund Expenditures	67,990,100
General Fund Revenue	68,685,800
Surplus / (Deficit)	695,700

Total, all funds expenditures are projected to be \$184.265 million against \$203.271 million in revenue. These total appropriations include General Fund operations as well as Transit (Montebello Bus Lines), the Golf course, the Hilton Garden Inn and Home2Suites, the various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants, Community Development Block Grant (CDBG) programs, Successor Agency (former Redevelopment Agency), and many other projects, programs and operations utilizing various special and restricted funding sources. (Attachment A, Exhibits A1 and A2 provide additional detail at the fund level for revenue and expenditures.)

Total General Fund revenue is projected to be \$68,685,800, a \$6.967 million increase over the FY 2021-22 adopted budget. The table below shows the variances between the FY 2022-23 proposed budget and prior year budgets/actuals, by major revenue category:

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	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 22-23 PROPOSED	Variance
SALES TAX	12,817,884	18,241,000	22,270,247	20,765,000	25,126,900	4,361,900
PROPERTY TAX	12,701,368	13,026,000	13,714,582	14,293,100	14,875,000	581,900
OTHER TAXES	2,732,921	2,871,000	2,793,180	2,773,000	3,070,000	297,000
LICENSES AND PERMITS	4,776,531	4,872,800	5,775,694	5,942,000	6,468,000	526,000
FINES AND FORFEITURES	2,186,401	2,600,000	2,301,787	2,250,000	2,920,000	670,000
CHARGES FOR SERVICE	6,066,829	7,020,300	6,105,784	7,291,850	7,945,800	653,950
OTHER REVENUE	3,334,783	2,770,000	10,996,196	4,304,200	4,180,100	(124,100)
TRANSFERS IN	3,987,540	4,300,000	3,570,002	4,100,000	4,100,000	-
	48,604,257	55,701,100	67,527,472	61,719,150	68,685,800	6,966,650

Projected sales tax growth is based on the recovering economy, as well as more accurate forecasts of Measure H revenue. The FY 2022-23 budget includes the third full year of Measure H revenue, and should more accurately reflect the expected amount in a post-pandemic economy, through the use of two years of data. Property Tax is also proving strong, with a 4.0% increase in Assessed Value, providing an additional \$581,900 of revenue in the proposed budget. Licenses and Permits forecast an increase, based on projected cannabis operations related receipts, as well as improved revenue collection efforts surrounding the City's business license program.

The City of Montebello is a full-service city, providing Police, Fire, Public Works, Parks and Recreation, Transit and various building, planning and internal support functions (i.e., Finance, Human Resources, Information Technology, etc.). The total FY 2022-23 General Fund expenditures budget supporting day-to-day functions is \$67,990,100, a \$6.581 million increase over the FY 2022-23 adopted budget. The table below provides a department level view of expenditures for FY 2022-23, with comparisons to prior year budgets and actuals:

	FY 2019-20 Actuals	FY 2020-21 Adopted Budget	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	FY 2022-23 PROPOSED BUDGET
Administration	2,392,931	2,184,400	2,473,138	2,354,400	2,736,200
Community Development	1,612,140	2,140,800	1,752,274	2,489,820	2,602,450
Finance	2,227,568	2,158,800	2,201,468	2,130,300	2,648,900
Fire	15,114,996	13,690,200	15,310,306	15,814,270	16,887,400
Human Resources and Information Technology	1,239,180	1,312,200	1,742,602	1,928,000	2,298,300
Parks & Recreation	4,472,874	4,467,100	5,078,363	5,361,550	3,140,600
Police	19,223,841	18,989,500	18,916,427	18,818,950	19,611,000
Public Works	8,865,983	8,329,500	9,998,328	9,512,600	14,906,750
Non-Departmental	4,625,043	2,409,000	11,912,014	2,998,800	3,158,500
	59,774,556	55,681,500	69,384,920	61,408,690	67,990,100

Police comprises 28.8% of the General Fund budget, with Fire making up 24.8%. The remaining 46.3 % of General Fund appropriations will be committed to planning, building, community services, engineering, payroll, human resources, risk management, landscape maintenance, payroll, accounting and other essential services.

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The 10.7% increase in appropriations in FY 2022-23 vs. 2021-22 encompasses many changes. With salary and benefits comprising 62.2% of the General Fund budget, with changes made in this category having the greatest impact on expenditures. Maintenance and Operations comprises 34.5%, and Debt and Lease Payments make up the remaining 3.3% of the adopted General Fund budget:

	2022-23 PROPOSED BUDGET	% of Budget
Salary and Benefits	42,263,300	62.2%
Maintenance Operations	23,454,500	34.5%
Debt and Lease Payments	2,272,300	3.3%
	67,990,100	100%

Supplemental Requests: Maintenance and Operations / Staffing

Included in the proposed budget are supplemental requested items: equipment, professional services, supplies, vehicles and additional positions. These supplemental items are included in the General Fund proposed expenditure amount of \$67.990 million, as well as other funds such as Asset Forfeiture, AQMD and Measure A.

The table below presents a summary of the additional appropriations in the Maintenance and Operations category that are included in the proposed budget (all funds), followed by a detailed listing of individual items (by department) that comprise these totals:

DEPARTMENT	GENERAL FUND AMOUNT
COMMUNITY DEVELOPMENT	55,500
FIRE	302,700
HUMAN RESOURCES - INFORMATION TECHNOLOGY	45,600
PARKS AND RECREATION	116,000
POLICE	59,000
PUBLIC WORKS	360,000
	938,800
DEPARTMENT	OTHER FUND AMOUNT
PARKS AND RECREATION	105,000
POLICE	700,500
PUBLIC WORKS	100,000
	905,500
	1,844,300

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DEPARTMENT	AMOUNT	DETAILED DESCRIPTION
COMMUNITY DEVELOPMENT		
	\$ 6,000	Economic Development program related, additional travel needs for related conferences (i.e., ICSC, etc.)
	\$ 7,500	Economic Development program related, brochures for city promotion at various events
	\$ 42,000	Economic Development consultant, NaviRetail approved at 01/12/2022 City Council meeting
FIRE		
	\$ 56,400	Ford F150 for Fire Chief (replacement of 20+ year old vehicle)
	\$ 6,000	Station 57 PPE Dryer (replacement)
	\$ 50,000	SCBA equipment (initial request was \$100,000); ongoing replacement
	\$ 43,200	USAR classes, training materials, roof prop for Station 56
	\$ 27,000	Motorola radio technical training on products and systems
	\$ 10,000	Stove and exhaust fan for Station 57 (replacement)
	\$ 2,500	iPads for Engine Company inspectors
	\$ 14,000	Fire Prevention training for personnel
	\$ 93,600	Ford Utility Vehicles (x2) for Fire Marshall and Fire Inspector (replacement of 20+ year old vehicles)
HUMAN RESOURCES - INFORMATION TECHNOLOGY		
	\$ 43,600	Additional supplies budget for Street Fair, holiday, spring and Halloween lunch, new hire lunch, employee recognition, wellness event
	\$ 2,000	Handouts for new employees (orientation)
PARKS AND RECREATION		
	\$ 45,000	Add'l Christmas tree section; stage expansion pieces; storage unit; soccer goals
	\$ 15,000	Utility Box beautification program
	\$ 56,000	Ford transit passenger wagon (excursions, senior center, total of 1)
	\$ 21,000	Community garden management agreement with LACGC (approved by City Council 02/09/2022), ongoing management expense
	\$ 84,000	Ford Escape SE (class programs etc. between facilities + mail delivery, total of 2 vehicles)
POLICE		
	\$ 14,000	Traffic monitoring radar and software
	\$ 20,000	Organizational management systems software
	\$ 25,000	Communications center assessment (professional services agreement)
	\$ 121,000	SART equipment and training
	\$ 456,300	Patrol, Detective and Administration vehicles (total of 8)
	\$ 123,200	Detective vehicles (total of 3)
PUBLIC WORKS		
	\$ 5,000	Staff uniforms
	\$ 5,000	Staff uniforms
	\$ 5,000	Staff uniforms
	\$ 310,000	5 vehicles for Streets/Parks
	\$ 35,000	1 vehicle for Engineering

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Many of the supplemental items are one-time, or semi-recurring in nature, such as vehicles, SCBA equipment, stage expansion pieces, management assessment studies, SART equipment, and other related equipment/vehicle items. There are also items related to City Council strategic goals: addition funding for expanding the City's economic development program.

Of the \$1,844,300 in supplemental items included across all funds, \$1,375,700 are one-time in nature. In other words, they are capital type equipment and/or vehicles with relatively long useful lives. While these items will need to be replaced eventually, the costs associated with acquisition do not need to be budgeted annually. The recurring items (i.e., uniforms, software licenses, etc.) total \$200,100 and will become permanently budgeted items. There is an additional \$268,500 in semi-recurring items (i.e., iPads, soccer goals, etc.) that have shorter "shelf-lives" than vehicles or other capital items, and funds will need to be provided for in subsequent budgets (but not annually).

As can be seen by the descriptions above, many of the supplemental items are necessary due to the former practice of delaying equipment and infrastructure repairs and upgrades. The FY 2022-23 budget represents the third year of playing "catch up" with the myriad deferred purchases. The majority of these supplemental equipment/vehicle items have been for the Fire Department. However, every operating department continues to identify unmet needs and such items will continue to be included in subsequent budgets.

The proposed FY 2022-23 budget includes 43.0 additional full-time equivalent positions, the majority of these (30.0) added to the Transit Department. The table below shows the annual changes, by department, for the past four years:

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2022-22 AMENDED	FY 2022-23 PROPOSED	Variance
Administration	6.0	8.0	8.0	8.0	8.0	0.0
Community Development	12.0	19.0	21.0	21.0	20.0	-1.0
Finance	19.0	20.0	21.0	21.0	22.0	1.0
Fire	59.0	70.0	73.0	76.0	76.0	0.0
Human Resources - Information Technology	12.0	12.0	14.0	14.0	16.0	2.0
Parks and Recreation	21.0	20.0	21.0	21.0	11.0	-10.0
Police	101.0	102.0	102.0	102.0	102.0	0.0
Public Works	12.0	21.0	23.0	25.0	46.0	21.0
Transit	170.0	182.0	199.0	204.0	234.0	30.0
	412.0	454.0	482.0	492.0	535.0	43.0

Over the last four fiscal years (FY 2022-23 included), key positions have been added in the areas of public safety, homeless assistance and community beautification: Code Enforcement Officers, Fire Captain, Firefighter/Paramedic Trainee, Social Worker, and Caseworker, Assistant Engineer, Public Information Officer, etc.. In other areas, staff were moved from Golf Course operations to Public Works, increasing the number of Maintenance Workers dedicated to keeping city streets and rights of way looking their

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Adoption of Fiscal Year 2022-23 Operating and Capital Budget

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best. There were increases to Transit operations that allowed for improved administration and management of operations, vehicle maintenance and financial management, as well as the proposed addition of 30.0 full-time Bus Operators for FY 2022-23.

The changes encompass the organizational task of moving three operations from Community Development and Parks and Recreation into the Public Works Department: Building Safety, Facilities Maintenance and Parks Maintenance. Reductions in those departments is primarily responsible for the net increase of 21.0 FTE in Public Works.

For FY 2022-23, the proposed FTE additions are the following:

DEPARTMENT	POSITION	DESCRIPTION
Fire	Battalion Chief	Administer all department Training
	Telecommunications Technician	Radio network assistance
Parks and Recreation	Community Services Supervisor	Additional layer of supervision between Coordinators - Director
Public Works	Public Works Manager	Additional supervision to assist Deputy Director and Superintendent
	Assistant Director	Building Official
	Principal Engineer	Additional professional engineering assistance and project oversight
	Electrician	Provide trade skills to Facilities Division
	Plumber	Provide trade skills to Facilities Division
Community Development	Economic Development Manager	Expanding economic development program
	Parking Control Officer	Improve ability to recruit/retain; offset with reduction in part-time budget
Human Resources - Information Technology	Assistant Director	Additional management support
	Human Resources Analyst	Assist with Transit related recruitments
Transit	Sr. Management Analyst	Assist with customer service
	Management Analyst	Provide Vehicle performance oversight
	Bus Operator	Adding 30 positions
	Building Maintenance Tradeworker	Transit corporate yard specific facility needs
Police		Provide necessary citywide crime analytics and support
	Crime Analyst	

Attached to this agenda report is the “Compensation Plan Resolution” (Attachment B) that lists every approved position classification and the accompanying salary range. It should be noted that – with approved MOUs for eight of the City’s ten represented employee groups – a comprehensive, standard salary matrix now exists. The “Compensation Plan Resolution” updates prior resolutions by implementing the new standardized salary range matrix. That matrix has been included for reference, as Exhibit B1 to Attachment B. There is one newly created job classification (“Maintenance Manager”) included in this budget which did not previously exist in the approved “Compensation Plan Resolution.” This position will assist with Transit vehicle maintenance operations. (See Exhibit B2 to Attachment B.)

Other Funds

Adoption of Fiscal Year 2022-23 Operating and Capital Budget

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The majority of revenue and expenditures comprising the City's total budget are recorded in Special Funds, Enterprise Funds, Grant Funds, Trust and Agency Funds and Successor Agency Funds. Under governmental accounting rules, these funds are more restricted, and the use of revenue is dictated by certain guidelines based on the source of funding.

For example, the Los Angeles County Metropolitan Transportation Authority (Metro) provides Local Return Funds (LRF) to cities in Los Angeles County for various transit, road and street uses. These funds are recorded in their own separate funds: Measure M, Measure, R, Proposition A, and Proposition C. Montebello utilizes these revenues for transit projects, street rehabilitation, and related road projects.

The City also uses Enterprise Funds to account for Transit, Golf, Water and Hotel (Hilton Garden Inn and Home2Suites) operations. The table below presents a high-level overview of all funds revenue and expenditures, proposed for FY 2022-23, grouped by “fund type.”

	REVENUE	EXPENDITURES	Variance
General Fund	\$ 68,685,800	\$ 67,990,100	\$ 695,700
Grants/Special Revenue Funds	\$ 31,040,500	\$ 31,813,626	\$ (773,126)
Capital Projects (Street/Infrastructure)	\$ 14,228,400	\$ 13,036,400	\$ 1,192,000
Internal Service Funds	\$ 6,733,400	\$ 8,344,201	\$ (1,610,801)
Enterprise Funds	\$ 74,221,800	\$ 55,073,310	\$ 19,148,490
Fiduciary Funds	\$ 8,360,670	\$ 8,007,650	\$ 353,020
TOTAL CITY BUDGET	\$ 203,270,570	\$ 184,265,287	\$ 19,005,283

The table below provides a high level, historical overview of the four major enterprise funds: Transit, Golf, Hilton Garden Inn and Home2Suites, followed by brief description of each fund and highlights for the 2022-23 fiscal year.

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	FY 2019-20 ACTUALS	FY 2020-21 ADOPTED BUDGET	FY 2020-21 AMENDED BUDGET	FY 2020-21 ACTUALS	FY 2021-22 ADOPTED BUDGET	FY 2022-23 PROPOSED BUDGET
Transit						
EXPENDITURES	31,671,369	30,777,500	37,685,547	40,628,734	34,317,900	35,504,650
REVENUE	32,210,637	31,212,900	37,712,900	34,358,671	29,378,400	51,283,800
SURPLUS / (DEFICIT)	539,268	435,400	27,353	-6,270,063	-4,939,500	15,779,150
Golf						
EXPENDITURES	2,481,440	3,141,000	3,176,999	2,870,413	2,947,000	2,581,960
REVENUE	2,893,583	2,144,900	2,144,900	3,470,078	2,750,000	2,504,500
SURPLUS / (DEFICIT)	412,143	-996,100	-1,032,099	599,665	-197,000	-77,460
Hilton Garden Inn						
EXPENDITURES	4,739,899	4,954,000	4,954,000	3,855,016	5,239,500	5,241,000
REVENUE	4,482,116	6,355,000	6,355,000	3,243,206	6,610,000	5,601,000
SURPLUS / (DEFICIT)	-257,783	1,401,000	1,401,000	-611,810	1,370,500	360,000
Home2Suites						
EXPENDITURES	8,602,561	9,382,800	9,382,800	7,982,367	9,314,400	9,278,000
REVENUE	9,064,121	9,630,000	9,630,000	8,360,803	9,410,000	12,130,000
SURPLUS / (DEFICIT)	461,560	247,200	247,200	378,436	95,600	2,852,000

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Proposition A, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.) that are utilized to fund daily operations. The FY 2022-23 proposed Transit budget – excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) – includes \$35.505 million in expenditures balanced against \$51.284 in revenue.

The additional revenue for this year comes from two Federal sources, aimed at ameliorating the impacts of the coronavirus pandemic: the American Rescue Plan Act (ARPA) and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. These two one-time sources of revenue account for \$16.0 million of the \$51.284 million forecasted for FY 2022-23 (\$9.0 million in ARPA and \$7.0 million in CRRSA). This funding will help with daily operations, making up for lost fair revenue due to pandemic related bus line shut downs and lower ridership caused by various coronavirus related restrictions and impacts.

Hotels

The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) underwent a complete remodel of the hotel, the first since it opened over sixteen years ago, and reopened to the public in September 2020 after being closed for more than six months.

Even with the continued, negative impact from the coronavirus pandemic on occupancy, the Hilton Garden Inn is forecasted to have a surplus in FY 2022-23. The refinancing of

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HGI debt (December 2019) was a positive financial move, providing significant debt service savings for three years by restructuring the debt to be interest only during that time period. This refinancing made economic sense – taking advantage of historically low interest rates – and was fortuitous in timing. The reduced debt service coinciding with reduced income from lower occupancy.

The Home2Suites hotel's occupancy also suffered in 2020 due to the pandemic. However, in recent months occupancy has been climbing and management is confident it will reach pre-pandemic levels as business travel returns. The debt service on the Home2Suites (H2S) is greater than Hilton Garden Inn, given the larger outstanding balance (Series 2016A) of bond funds. However, as can be seen in the table above, H2S is forecasted to have a comfortable operating surplus for FY 2022-23.

Both hotels are well positioned to take advantage of the continuing post-coronavirus rebound in leisure and business travel. Their revenue accounts are healthy, and projected operating revenue – tempered given economic conditions at large – will be sufficient to support operations and debt service payments.

Golf

The City brought on board new operators of the Golf course (February, 2020), as well as a professional landscape company (October, 2020). These changes have helped improve operations over the past two years. The new management company has brought professionalism to the course operations for the first time in decades. The ability to properly manage a municipal golf course was immediately seen, with revenue increasing and costs contained. Revenue from golf operations continues to perform well. However, there is still a projected deficit for FY 2022-23, albeit less than in prior years.

The City Council approved development agreement with Top Golf has allowed work to continue on pursuing this project on a portion of the golf course. Bringing a Top Golf operation to Montebello will allow for the revitalization of the Golf Course, and will turn a deficit operation into one that is profitable and no longer must be subsidized by the General Fund. There are simultaneous discussions on renovating the remaining portion of the golf course, with architectural designs for a revamped 9-hole executive course and a 6-hole “pitch and putt” course. The end goal is to renovate the entire 118 acre Golf Course property and revitalize it into a destination venue for residents and visitors of all ages, which will no longer be a drain on the General Fund.

Capital Improvement Program

The proposed CIP budget for FY 2022-23 is \$18,681,382 and utilizes funding from Gas Tax, Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), and Federal grants (i.e., HSIPL) for a host of various projects.

The projects and funding sources are summarized in Attachment D. The summary lists projects delineated by their stage: engineering studies, design and construction, maintenance and other projects. The annual debt service amounts related to the “Paving

Adoption of Fiscal Year 2022-23 Operating and Capital Budget

the Way” bonds are included in Proposition C, Measure M and Measure R. The table below provides a high-level overview of CIP appropriations by fund:

Funding Source (Description / Fund Number)	FY 2022-23 Budget
Gas Tax (Fund 200)	2,740,000
Proposition A (Fund 210)	5,727,527
Proposition C (Fund 215)	1,672,255
Measure M (Fund 222)	1,748,500
Measure R (Fund 220)	1,866,553
Measure W (Fund 229)	920,000
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)	3,150,000
TDA-3 (Fund 223)	96,547
HSIP (Grant)	760,000
	18,681,382

Some of the projects that are part of the FY 2022-23 CIP budget are continued from prior years, as typically design, engineering and construction spans more than one fiscal year depending on the project. There are additional funds available in the various special funds that are not part of the \$18.681 million committed to the various projects. In other words, available fund balance exists that has not been committed to a particular project. The Director of Public Works will work with staff and the City Council to determine potential priority projects to which these unprogrammed funds can be obligated. Subsequent City Council action would appropriate the unprogrammed funds depending on decisions made about new or expanded CIP projects.

The budget amounts included in the FY 2022-23 CIP represent either new funding necessary to begin a project or prior year appropriations necessary to continue a previously approved project. Additional funding will be appropriated once FY 2021-22 is completed and encumbrances are carried over as part of the regular “year-end close” process. The carryover of open/active purchase orders will amend the FY 2022-23 budget for the various CIP projects with active work.

In addition, for the first time ever, Staff will present a formal carryover/re-appropriation agenda item to the City Council in October. This formal re-appropriation is a standard practice in other municipal agencies, and improves transparency while providing more accurate budgets for continuing CIP projects. This action is yet another improvement to the budget process and helps Montebello move towards fiscal stability and sustainability.

BACKGROUND

The development of the Fiscal Year 2022-23 operating and capital budget has culminated in this presentation of a \$184.265 million all funds spending plan. Furthermore, the General Fund budget will present a surplus of \$695,700. Significant efforts by staff to

right-size the budget have paid off, with significant improvements made throughout the organization which will help Montebello achieve fiscal sustainability.

There has been one formal Budget and Strategic Plan Study Session (April, 2022) and three budget overview presentations to the City Council. In addition, a detailed follow up memoranda was prepared for the City Council after the June 1, 2022 City Council meeting, providing additional information to respond to questions asked at that meeting. In addition, a hard-copy version of the proposed budget was provided to the City Council and Executive Management to review, as well as that version being posted to the City's website (May 24, 2022).

The Fiscal Year 2022-23 budget was prepared under more promising conditions versus prior year budgets, as the economic and social impacts of the global pandemic begin to wane, two years after it began. Revenue projections are more positive than prior years, especially sales tax. The receipt of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) -- \$16.59 million between FY 2020-21 and FY 2021-22 -- will provide much needed resources to backfill lost revenue, improve vital technology services, and complete long-overdue repairs to the City's aging sewer system.

The entire \$184 million all funds spending plan provides appropriations across the full range of services that Montebello provides: fire, police, transit, public works, community services, planning, building, code enforcement, information technology, financial planning, homeless outreach, street improvements, recruitment, and so forth. There will be \$203 million in revenue from various sources to fund the myriad expenditures across all operations.

This budget provides expansion of certain services and programs, while continuing the process of modified zero-based budgeting that is aimed at eventually placing Montebello on sound financial footing. It represents the third year of a five year effort designed to achieve fiscal sustainability and create a culture of fiscal responsibility throughout the organization. Right-sizing the budget by re-evaluating the prior methods by which budgets were built was begun with the 2020-21 budget, which led to the City receiving GFOA's budget award for the first time in its 100 year history; and improved upon in 2021-22, resulting in the second consecutive GFOA budget award.

Future budgets will continue these improvement and refinement efforts, providing for funding where appropriate while ensuring the City lives within its means and manages public funds responsibly and transparently all while meeting the needs of residents and responding to City Council strategic goals.

The myriad accomplishments of the past year, and the projects and programs planned and funded in the FY 2022-23 budget will help Montebello successfully transition into its second century of incorporation. The efforts and positive strides forward will ensure the next 100 years see more successes and keep Montebello progressing.

SUMMARY

The budget presented provides essential services to Montebello residents and visitors and advances the City Council's vision. Much progress has been made financially and operationally in Montebello over the past thirty-six months. The Fiscal Year 2022-23 budget continues that forward progress while moving the City closer to long-term financial stability. The clearest evidence of this progress is the presentation of a balanced General Fund budget, with a \$695,700 surplus for FY 2022-23.

City Council is being asked to approve the budget, approve the compensation resolution and a new job classification, and approve a resolution setting an appropriations limit as required by State Government Code. In addition, per a recommendation from CalPERS as part of a routine payroll audit, a retroactive resolution relating to the paying and reporting of the employer paid membership contribution (EPMC) must also be approved. This EPMC related resolution has no impact on current or former employees or reitrees, and is only being presented due to an audit recommendation by CalPERS. This resolution is a "clean-up" item which CalPERS insists is necessary, even though it has no impact whatsoever on pay, working conditions, retirement benefit contributions, etc. for any current or former employees or retirees.

The "Budget Message" is attached as well (Attachment F), which provides a greater discussion of the overall budget, providing in-depth details on various aspects of the City's operation.

ATTACHMENTS:

- A. Resolution No. 22-43 adopting the Fiscal Year 2022-23 operating and capital budgets for all funds, Exhibits A1, A2, A3, A4, A5;
- B. Resolution No. 22-44 adopting the compensation plan and table of organization for Fiscal Year 2022-23, Exhibits B1 and B2;
- C. Resolution No. 22-45 establishing a Fiscal Year 2022-23 appropriations limit Government Code Section 7190 (Gann Limit), Exhibits C1 and C2
- D. Capital Improvement Program (CIP) Project – Budget Summary
- E. Resolution No. 22-46 for Paying and Reporting EPMC as Required by CALPERS
- F. Budget Message, Fiscal Year 2022-23

RESOLUTION NO. 22-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADOPTING AN OPERATING
AND CAPITAL BUDGET FOR FISCAL YEAR 2022-23**

WHEREAS, the City Council has received and considered the Proposed budget for Fiscal Year 2022-23 presented through staff reports, Budget Study Sessions, Strategic Planning Sessions, and information received in noticed, regular meetings on the City Budget; and,

WHEREAS, the original of said Proposed Budget will be revised so as to reflect each and all of the amendments, changes, and modifications which the City Council, up to the time of adoption of this resolution including any actions taken at the June 8, 2022 meeting, believes should be made in said Proposed Budget as so submitted and to correct any non-substantive errors discovered.

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

SECTION 1. That the Proposed Budget for Fiscal Year 2022-23, a complete copy of which has been proposed to the City Council and made available to the public and incorporated by this reference as though fully set forth herein, and which is summarized in Exhibits A1 and A2, attached hereto, is hereby approved and adopted.

SECTION 2. That the Estimated Revenue and Transfers In for all funds for Fiscal Year 2022-23, a summary of which is attached as Exhibit A1 and incorporated by this reference as though fully set forth here, is hereby approved and adopted. When combined with reserves, the Estimated Revenue and Transfers In for Fiscal Year 2022-23 are sufficient to fund the appropriations set forth in the Proposed Budget for Fiscal Year 2022-23.

SECTION 3. That the Proposed Appropriations and Transfers Out for all Funds for Fiscal Year 2022-23, a summary of which is attached as Exhibit A2 and incorporated by this reference as though fully set forth herein, providing appropriations summaries of details currently contained in the City's accounting system, including technical adjustments related to Transfers In and Transfers Out, and detail of estimated revenue, is approved and adopted.

SECTION 4. That the Master Position Control, attached hereto as Exhibit A3, and incorporated by this reference as though fully set forth herein, is hereby approved and adopted. The City Manager, subject to compliance with all applicable Municipal Code and Personnel Rules and Regulations, may revise the Tables of Organization and Master Position Control as needed and necessary for the operation of the City.

RESOLUTION NO. 22-43

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SECTION 5. That the Salary Schedules/Tables for all authorized positions are updated and approved so as to reflect the salary provisions in effect for all approved Memoranda of Understanding (MOU) between the City and all recognized bargaining groups as detailed in the separate “Resolution Adopting the Compensation Plan and Table of Organization” that is also adopted at the same meeting as the Fiscal Year 2022-23 Operating and Capital Budget, and fully operationalizes the standardized salary matrix establishing ranges and steps for each approved job classification.

SECTION 6. That the “General Fund Reserve Policies” as presented in Exhibit A4 remain unchanged from those originally adopted on June 24, 2020 and are hereby reaffirmed by approval of this resolution.

SECTION 7. That from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments for the respective objects and purposes therein named; provided however that:

SECTION 7.1. Department Directors are hereby authorized to move appropriations from one object to another, within each budgetary program/division and within the same fund, provided that total approved appropriations for a budget program and within the same fund are not exceeded nor increased beyond their originally adopted amounts; and,

SECTION 7.2. The Director of Finance is hereby authorized to transfer operating budget appropriations within the same fund between departments, divisions, programs and/or object codes, provided total appropriations for a Department by fund are not increased.

SECTION 8. That changes to total Department appropriations, total fund appropriations, all other changes to Capital Improvement Program appropriations not specified in Section 6 et al of this resolution, transfers to and/or from appropriated reserves, cancellation of appropriations, and appropriations of fund balances shall require the majority approval of the City Council.

SECTION 9. That the Capital Improvement Program (CIP) contained in the Proposed Budget for Fiscal Year 2022-23 (Exhibit A5) is hereby approved in concept, and the Director of Public Works, or his/her designee is authorized to publicly advertise for bids on these projects in accordance with State of California statutes and City of Montebello Municipal Code.

SECTION 10. That construction of Capital Improvement Projects requires the use of professional services such as engineering oversight, geo-technical, water testing, project management, design, survey and other required studies and activities. Funding for these professional services is included within each Capital Improvement Project’s budget as set forth in the Proposed Budget for Fiscal Year 2022-23, and specifically as presented in Exhibit A5. Consistent with State of California statutes and City of Montebello Municipal

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Code sections covering procurement of professional services, the City Council hereby authorizes the City Manager, or designee, to enter into any necessary professional services agreements to facilitate the completion of an approved Capital Improvement Project.

SECTION 11. That all encumbrances remaining as of June 30, 2022, after thorough review by appropriate Finance Department staff, will either be released or re-appropriated for use in Fiscal Year 2022-23 as appropriate, in the respective funds, departments, programs and accounts/objects, thus adjusting the adopted budget by the encumbered amount carried over without further City Council action required.

SECTION 12. That all active Capital Improvement Program and Federal, State and Local Grant appropriation balances that existed as of June 30, 2022 will be re-appropriated for use in Fiscal Year 2022-23, as appropriate without further City Council action required.

SECTION 13. That at various times throughout the fiscal year, employee engagement, recruitment and retention and morale building activities will be programmed and held. Furthermore, it is in the interest of the public good that these activities be provided to help build and maintain an effective and professional staff, so motivated and engaged as to provide the best customer service possible to Montebello residents and the community at large. Therefore, it is in the public interest that funds have been and will be appropriated in the Fiscal Year 2022-23 budget for these uses, and the City Council by adoption of the Fiscal Year 2022-23 budget finds it in the public interest to expend funds towards these uses.

SECTION 14. That the City Clerk shall certify and record the adoption of this Resolution and the same shall be in full force and effect unless repealed or superseded.

APPROVED AND ADOPTED this 8th 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. 22-43

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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. 22-43 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 8th 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**EXHIBITS:**

- Exhibit A1 – All funds Revenue Summary
- Exhibit A2 – All funds Expenditure Summary
- Exhibit A3 – Master Position Control
- Exhibit A4 – General Fund Reserve Policies
- Exhibit A5 – CIP Budget Overview



City of Montebello
Citywide (All Funds) Summary
Revenue by Fund
FY 2018-19 - FY 2022-23

Fund #	Fund Description	FY 2018-19 Actuals	FY 2019-20 Actuals	FY 2020-21 ADOPTED Budget	FY 2020-21 Amended Budget	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	FY 2022-23 PROPOSED BUDGET
100	General	55,201,506	48,604,255	55,701,100	56,485,700	67,491,567	61,719,150	68,685,800
200	Highway Users Tax	1,311,052	1,469,626	1,604,300	1,604,300	1,386,509	1,518,800	1,729,200
201	SB1 - Road Maint. & Rehab. (RMRA	1,169,627	1,160,068	1,223,400	1,223,400	1,181,176	1,225,700	1,403,200
202	SB1 - Transit-State of Good Repairs (STA/SGR	-	-	1,530,100	4,657,977	191,693	885,200	1,453,000
205	Retirement	12,931,143	13,029,222	13,604,000	13,604,000	15,010,965	15,171,000	14,541,000
210	Prop A - Streets	1,318,846	1,308,604	1,381,200	1,381,200	1,312,714	1,299,200	1,554,900
215	Prop C - Streets	1,261,439	12,109,954	1,150,300	1,150,300	1,090,874	1,080,400	1,286,000
220	Measure R - Streets	831,351	8,656,047	858,900	858,900	813,324	803,800	959,900
221	Measure A - Parks	-	-	600,000	600,000	-	600,000	1,071,100
222	Measure M Streets	917,497	10,046,163	966,000	966,000	921,594	910,300	1,083,000
223	TDA - Sidewalks	88,659	89,696	47,500	47,500	-	46,500	59,200
225	Metro-Link	-	-	-	-	-	-	-
229	Measure W - SCW	-	-	-	900,000	914,580	900,000	900,000
230	Drug Enforcement - Asset Forfeitures	908,774	712,481	-	-	170,933	251,500	501,000
235	Supplemental Law Prop. 72	156,089	158,933	154,000	154,000	156,727	152,750	160,000
240	Justice Assistance Grants (JAG	1,366	1,255	-	47,199	200	500	500
241	Inmate Welfare Fund	-	-	-	-	17,438	-	-
245	Air Quality Management District Grant (AQMD	97,969	92,379	86,000	86,000	85,839	84,000	85,000
250	Park Development	680	486	-	-	115	250	-
255	Community Development Block Grants (CDBG	860,520	661,324	1,141,000	3,119,593	690,719	1,597,450	1,347,500
260	HOME funds	3,654	47,245	300,000	402,108	26	400,000	665,800
264	George Miller Estate Donation	-	325,000	-	-	1,761	750	500
265	Grants	851,706	3,020,575	21,000	5,144,438	1,443,754	2,177,200	375,100
270	Transit Grants	4,913,529	3,490,661	-	13,954,931	1,872,189	-	-
295	Stay Arts Gallery	-	-	-	-	-	-	250,000
300	Prop A Exchange	3,109	1,394	-	-	-	-	-
325	Information Technology Upgrades	-	-	-	-	-	-	4,700,000
410	Debt Service (Golf Course/City Hall Bonds	1,505,329	142,847,323	-	-	11,031,528	11,039,700	11,143,000
500	Trust & Agency	419,452	250,370	-	-	99,324	120,500	205,000
600	Transit	31,253,845	32,210,635	31,212,900	37,712,900	34,358,671	29,378,400	51,283,800
605	Water	3,203,208	2,572,472	2,610,000	2,610,000	2,594,142	2,607,000	2,702,500
610	Golf	2,973,964	2,893,584	2,144,900	2,144,900	3,474,608	2,750,000	2,504,500
615	Detention	74,170	-	-	-	-	-	-
620	Hilton	14,242,762	4,482,116	6,355,000	6,355,000	3,243,206	6,610,000	5,601,000
625	Home2Suites	7,952,204	9,064,121	9,630,000	9,630,000	8,360,802	9,410,000	12,130,000
700	Self Insurance	7,397,377	7,659,496	6,929,900	6,929,900	7,524,399	6,672,300	6,733,400
720	Corporate Shop	572,499	-	-	-	-	-	-
800	Successor Agency	8,517,021	6,715,018	-	-	7,496,314	6,601,000	8,155,670
810	Housing Authority Successor	36,760	4,320	-	-	-	-	-
Grand Total		160,977,107	313,684,823	139,251,500	171,770,246	172,937,691	166,013,350	203,270,570



City of Montebello
Citywide (All Funds) Summary
Expenditures by Fund
FY 2018-19 - FY 2022-23

Fund #	Fund Description	FY 2018-19 Actuals	FY 2019-20 Actuals	FY 2020-21 Adopted Budget	FY 2020-21 Amended Budget	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	FY 2022-23 PROPOSED BUDGET
100	General	52,335,129	59,774,549	55,681,500	61,560,995	69,385,371	61,408,690	67,990,100
200	Highway Users Tax	1,478,146	477,789	683,700	2,347,194	916,251	3,316,204	2,357,800
201	SB1 - Road Maint. & Rehab. (RMRA)	115,693	6,197	-	3,000,882	847,938	3,524,700	1,500,900
202	SB1 - Transit-State of Good Repairs (STA/SGR)	2,755	-	-	4,656,977	168,459	-	410,300
205	Retirement	9,949,505	11,117,156	12,376,400	12,376,400	11,098,421	11,648,100	11,652,600
210	Prop A - Streets	-	-	300	1,964,610	61,742	1,794,700	679,700
215	Prop C - Streets	557,363	2,855,065	851,500	4,692,732	1,967,247	1,113,500	1,166,400
220	Measure R - Streets	510,170	2,440,470	975,900	5,036,100	4,752,740	543,500	1,117,000
221	Measure A - Parks	-	-	1,008,000	1,008,000	-	-	21,000
222	Measure M Streets	704,742	1,740,828	787,200	4,819,933	5,141,828	1,130,570	1,083,300
223	TDA - Sidewalks	88,659	80,968	-	35,813	56,315	91,088	-
225	Metro-Link	-	-	-	-	-	-	-
229	Mesure W - SCW	-	-	-	900,000	700,000	900,000	903,700
230	Drug Enforcement - Asset Forfeitures	1,191,059	487,273	445,000	707,698	450,343	516,000	1,018,300
235	Supplemental Law Prop. 72	438,058	296,492	346,800	346,800	320,338	347,100	257,100
240	Justice Assistance Grants (JAG)	-	19,988	-	47,199	-	-	-
241	Inmate Welfare Fund	-	-	-	-	-	-	-
245	Air Quality Management District Grant (AQMD)	241,363	26,457	336,300	912,300	494,050	228,700	227,900
250	Park Development	14,500	-	-	-	-	-	-
255	Community Development Block Grants (CDBG)	742,491	625,699	611,100	2,931,791	939,720	2,054,300	1,632,400
260	HOME funds	11,925	-	-	402,108	7,188	502,400	25,800
264	George Miller Estate Donation	-	-	-	-	55,354	65,750	83,200
265	Grants	1,037,194	2,918,536	44,400	4,758,748	3,308,714	3,120,758	344,625
270	Transit Grants	2,994,127	5,387,165	-	13,984,541	2,480,676	-	4,375,000
295	Stay Arts Gallery	-	-	-	-	-	-	250,000
300	Prop A Exchange	-	95,319	18,700	35,305	31,391	-	-
325	Information Technology Upgrades	-	-	-	-	-	-	4,700,000
400	Debt Service I	-	-	-	-	-	-	1
410	Debt Service	1,509,897	142,811,845	3,345,200	3,345,200	11,051,073	11,047,500	11,043,000
500	Trust & Agency	479,951	256,268	125,000	125,000	1,232,470	175,000	120,250
600	Transit	32,635,053	31,671,371	30,777,500	37,685,547	40,628,675	34,317,900	35,504,650
605	Water	2,595,592	2,364,399	2,223,800	2,226,619	2,296,631	2,258,300	2,467,700
610	Golf	2,818,036	2,481,440	3,141,000	3,140,999	2,870,419	2,947,000	2,581,960
615	Detention	-	-	-	-	-	-	-
620	Hilton	5,240,638	4,739,897	4,954,000	4,954,000	3,855,018	5,239,500	5,241,000
625	Home2Suites	8,112,049	8,602,562	9,382,800	9,382,800	7,982,367	9,314,400	9,278,000
700	Self Insurance	10,331,149	7,402,781	7,479,300	7,479,300	7,971,766	7,461,800	8,344,200
720	Corporate Shop	1,910,808	108,369	-	-	-	-	-
725	Equipment Reserve	-	-	-	-	-	-	1
800	Successor Agency	2,268,692	1,957,133	8,102,700	8,102,700	1,652,339	8,413,100	7,884,900
810	Housing Authority Successor	752,843	156,518	198,200	218,200	41,733	2,500	2,500
900	Capital Assets Fund	10,852,301	3,101,792	-	-	3,150,468	-	1
Grand Total		151,919,888	294,004,326	143,896,300	203,186,491	185,917,045	173,483,060	184,265,288



City of Montebello
Fiscal Year 2022-23 Budget
Master Position Control, by Department*

*Includes updated classifications per approved "Classification and Compensation Study"

Elected

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 PROPOSED	Variance
City Councilmember	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	7.0	0.0

Administration

City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Affairs (Formerly "Deputy Director of Public Affairs")	0.0	1.0	1.0	1.0	1.0	0.0
Public Information Officer	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Assistant to the Deputy City Clerk	0.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	0.0	0.0	1.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	0.0	0.0	0.0	0.0
	6.0	8.0	8.0	8.0	8.0	0.0

Finance

Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Finance (Formerly "Deputy Director")	0.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	0.0
Accountant	4.0	4.0	4.0	4.0	5.0	1.0
Senior Finance Technician (Formerly "Finance Technician")	5.0	5.0	5.0	5.0	5.0	0.0
Finance Technician (Formerly "Account Clerk I/II")	5.0	5.0	5.0	5.0	5.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	1.0	1.0	0.0
	19.0	20.0	21.0	21.0	22.0	1.0

Fire

Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	0.0	0.0	0.0	1.0	1.0	0.0
Deputy Fire Chief	0.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	3.0	3.0	3.0	4.0	1.0
Fire Captain	12.0	13.0	13.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter/Paramedic Trainee	0.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Fire Marshal	1.0	1.0	1.0	1.0	0.0	-1.0
Community Risk Reduction and Education Coordinator	0.0	0.0	1.0	1.0	1.0	0.0
Senior Fire Inspector	0.0	0.0	1.0	1.0	1.0	0.0
Fire Inspector (Formerly "Fire Inspector I")	1.0	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire (Formerly "Deputy Director")	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	0.0	0.0	1.0	1.0	1.0	0.0
Senior Management Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Telecommunications Manager	0.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Supervisor (Formerly "Telecommunications Supervisor")	0.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician (Formerly "Telecommunications Technician")	0.0	0.0	1.0	1.0	2.0	1.0
Social Work Supervisor	0.0	1.0	1.0	1.0	1.0	0.0
Field Response Case Coordinator	0.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	2.0	2.0	0.0
	59.0	70.0	73.0	76.0	76.0	0.0



City of Montebello
Fiscal Year 2022-23 Budget
Master Position Control, by Department*

*Includes updated classifications per approved "Classification and Compensation Study"

Human Resources and Information Technology

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 PROPOSED	Variance
Director of Human Resources and Risk Management	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources and Risk Management	0.0	0.0	0.0	0.0	1.0	1.0
Human Resources Manager	0.0	0.0	1.0	1.0	1.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	1.0	1.0	1.0	2.0	1.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	1.0	1.0	0.0
Information Systems Manager	1.0	1.0	2.0	2.0	2.0	0.0
Information Systems Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	3.0	3.0	3.0	3.0	3.0	0.0
	12.0	12.0	14.0	14.0	16.0	2.0

Planning and Community Development

Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development (Formerly "Deputy Director")	1.0	1.0	1.0	1.0	1.0	0.0
Building Official	4.0	1.0	1.0	1.0	0.0	-1.0
Housing Manager	0.0	0.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	0.0	0.0	0.0	1.0	1.0
Planner (Formerly "Associate Planner")	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	0.0	2.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	0.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	3.0	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	0.0	0.0	0.0	2.0	2.0
Combination Building Inspector	0.0	1.0	1.0	1.0	0.0	-1.0
Building Permit Technician	1.0	1.0	2.0	2.0	0.0	-2.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	1.0	1.0	0.0
	12.0	19.0	21.0	21.0	20.0	-1.0

Police

Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	5.0	5.0	6.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	23.0	0.0
Police Officer	33.0	33.0	32.0	32.0	32.0	0.0
Police Records Supervisor (Formerly "Records Supervisor")	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor (Formerly "Communications Supervisor")	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	0.0	0.0	0.0	1.0	1.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	0.0
Parking Control Officer	1.0	1.0	1.0	1.0	0.0	-1.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	1.0	1.0	0.0
	101.0	102.0	102.0	102.0	102.0	0.0



City of Montebello
Fiscal Year 2022-23 Budget
Master Position Control, by Department*

*Includes updated classifications per approved "Classification and Compensation Study"

Public Works

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 PROPOSED	Variance
Director of Public Works	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	1.0	1.0	1.0	2.0	1.0
Deputy Director	0.0	0.0	0.0	0.0	1.0	1.0
Principal Engineer	0.0	0.0	0.0	0.0	1.0	1.0
Assistant Engineer	0.0	0.0	1.0	2.0	2.0	0.0
Building Official	0.0	0.0	0.0	0.0	1.0	1.0
Combination Building Inspector	0.0	0.0	0.0	0.0	1.0	1.0
Building Permit Technician	0.0	0.0	0.0	0.0	2.0	2.0
Public Works Inspector	0.0	0.0	1.0	1.0	1.0	0.0
Public Works Superintendent (Formerly "Recreation & Community Services Superintendent")	0.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	0.0	0.0	0.0	1.0	1.0
Park Maintenance Supervisor	0.0	0.0	0.0	0.0	1.0	1.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Tree Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	0.0	0.0	0.0	2.0	2.0
Electrician	0.0	0.0	0.0	0.0	1.0	1.0
Plumber	0.0	0.0	0.0	0.0	1.0	1.0
Maintenance Worker	7.0	14.0	14.0	14.0	22.0	8.0
Senior Management Analyst	0.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	1.0	1.0	0.0
	12.0	21.0	23.0	25.0	46.0	21.0

*Transfer 7.0 FTE from Parks and Recreation - Golf Course Operations, October, 2020

Recreation and Community Services

Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services (Formerly "Deputy Director")	1.0	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent**	0.0	1.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0	-1.0
Building Maintenance Tradeworker II	2.0	2.0	2.0	2.0	0.0	-2.0
Maintenance Worker	8.0	8.0	8.0	8.0	0.0	-8.0
Recreation Manager	0.0	0.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	0.0	0.0	0.0	1.0	1.0
Community Services Coordinator	3.0	4.0	4.0	4.0	4.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	1.0	1.0	1.0	1.0	1.0	0.0
Golf Course Superintendent / Facility Manager**	1.0	0.0	0.0	0.0	0.0	0.0
Golf Cart Mechanic*	1.0	0.0	0.0	0.0	0.0	0.0
Golf Course Equipment Mechanic*	1.0	0.0	0.0	0.0	0.0	0.0
	21.0	20.0	21.0	21.0	11.0	-10.0

*Golf Course personnel transferred to Public Works as "Maintenance Worker" classification

**Recreation & Comm Services Superintendent transferred to Public Works as "Public Works Superintendent"



City of Montebello

Fiscal Year 2022-23 Budget

Master Position Control, by Department*

*Includes updated classifications per approved "Classification and Compensation Study"

Transportation

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 PROPOSED	Variance
Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation (Formerly "Deputy Director")	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	0.0	0.0	2.0	1.0	-1.0
Public Information Officer	0.0	1.0	1.0	1.0	1.0	0.0
Transit Administration Manager	1.0	2.0	2.0	2.0	1.0	-1.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager (Formerly "Vehicle Maintenance Manager")	0.0	1.0	1.0	1.0	1.0	0.0
Maintenance Manager	0.0	0.0	1.0	1.0	1.0	0.0
Shop Maintenance Supervisor	4.0	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	10.0	12.0	12.0	15.0	15.0	0.0
Transit Assistant Manager (Formerly "Transit Operations Supervisor")	3.0	3.0	3.0	3.0	3.0	0.0
Warehouse Supervisor (Formerly "Transit Stores and Facility Supervisor")	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor (Formerly "Maintenance Service Supervisor")	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator (Formerly "Transit Grants and Project Administrator")	1.0	1.0	1.0	1.0	1.0	0.0
Senior Procurement Analyst	0.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0
Management Analyst	1.0	3.0	3.0	3.0	4.0	1.0
Transit Planner	0.0	0.0	0.0	1.0	1.0	0.0
Associate Planner	0.0	0.0	1.0	0.0	0.0	0.0
Account Clerk (Formerly "Account Clerk I")	0.0	1.0	1.0	1.0	1.0	0.0
Finance Technician (Formerly "Account Clerk II")	2.0	3.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant (Formerly "Administrative Secretary")	0.0	1.0	1.0	1.0	1.0	0.0
Bus Operator	105.0	105.0	120.0	120.0	150.0	30.0
Heavy Equipment Mechanic (Formerly "Equipment Mechanic A")	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker (Formerly "Equipment Serviceworker")	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	1.0	1.0	1.0	1.0	2.0	1.0
Maintenance Worker	1.0	1.0	1.0	1.0	0.0	-1.0
Storekeeper	3.0	3.0	3.0	3.0	3.0	0.0
Administrative Assistant (Formerly "Clerk Typist")	4.0	5.0	5.0	5.0	5.0	0.0
	170.0	182.0	199.0	204.0	234.0	30.0

Total Full-Time Employees **419.0** **461.0** **489.0** **499.0** **542.0** **43.0**

Total Full-Time Employees Net Elected **412.0** **454.0** **482.0** **492.0** **535.0** **43.0**

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 PROPOSED	Variance
Administration	6.0	8.0	8.0	8.0	8.0	0.0
Community Development	12.0	19.0	21.0	21.0	20.0	-1.0
Finance	19.0	20.0	21.0	21.0	22.0	1.0
Fire	59.0	70.0	73.0	76.0	76.0	0.0
Human Resources - Information Technology	12.0	12.0	14.0	14.0	16.0	2.0
Parks and Recreation	21.0	20.0	21.0	21.0	11.0	-10.0
Police	101.0	102.0	102.0	102.0	102.0	0.0
Public Works	12.0	21.0	23.0	25.0	46.0	21.0
Transit	170.0	182.0	199.0	204.0	234.0	30.0
	412.0	454.0	482.0	492.0	535.0	43.0



CITY OF MONTEBELLO

General Fund Reserve Policies

Fund balance refers to the difference between assets and liabilities in the City's governmental funds balance sheet. This information is one of the most widely used elements of State and local government financial statements. Financial statement users examine fund balance information to identify the available liquid resources that can be used to pay down unfunded liabilities, finance capital improvements, or enhance the overall financial position of the City.

PURPOSE

The purpose of these policies is to provide guidance on maintaining reasonable levels of reserves in the City's General Fund. In addition, these policies help improve financial reporting by establishing fund balance classifications that create a hierarchy based on the extent to which the City is bound to observe spending constraints that govern how the City can use amounts reported in the governmental fund balance sheet. These policies will also help guide current and future allocation levels to various reserve categories in the General Fund, setting out specific target amounts based on widely used and accepted best practices. As referencing governmental funds, this policy satisfies the requirements of Governmental Accounting Standards Board (GASB) Statement No. 54 and incorporates all previous City Council policies regarding GASB Statement No. 54.

POLICY

It is the policy of the City of Montebello to identify the various classifications of the City's governmental fund balances in its Comprehensive Annual Financial Report (CAFR). These classifications take into consideration the City's long-term infrastructure needs, non-current liabilities, funds necessary to mitigate economic uncertainties, funding that has spending constraints such as grants and fixed assets that will not easily convert to cash. These policies will also increase transparency by clearly designating appropriate reserve levels and categories based on City Council direction and long-term financial planning needs.

The fund balance is a tool the City uses to have an effective long-term financial plan, as well as ensure sufficient liquidity to meet its financial obligations in the short-term.

OBJECTIVES

The City of Montebello's Reserve Policies have two primary objectives:

1. To determine the available liquid resources; and,
2. To provide the information necessary to make informed financial decisions

The fund balance classifications of the City's General Fund are designed to clarify the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent, rather than to simply represent the financial resources available for appropriation.

OVERVIEW

There are three categories of funds per generally accepted accounting principles:

- Governmental Funds: the General Fund, Special Revenue Funds (e.g., State Highway Users Tax), and Capital Projects Funds
- Proprietary Funds: Transit Operations Enterprise Fund
- Fiduciary Funds: Successor Agency (i.e., former Redevelopment Agency)

The GASB 54 classifications only apply to Governmental Funds. For the City of Montebello, these policies will apply only to the General Fund.

The fund balance is only an approximate measure of liquidity or working capital. Therefore, it is necessary for the City to recognize how fund balance is constituted and isolates funds that are needed for longer-term obligations, discern what funds are restricted for specified purposes, and classify those funds that are not available at all. To accomplish this goal, the City's financial statements for governmental funds are comprised of five fund balance categories, as spelled out in GASB Statement No. 54:

- Nonspendable Funds
- Restricted Funds
- Committed Funds
- Assigned Funds
- Unassigned Funds

NON-SPENDABLE AND RESTRICTED FUND BALANCE

The first two classifications are subject to requirements outside the local governing body's control for financial decision making and planning purposes. "Nonspendable" resources are essentially irrelevant because, by their nature, they are not liquid (i.e., land or similar non-cash assets). "Restricted" resources are of no discretionary value given the restrictions placed upon them by a third-party outside of the City's control (i.e., reserve funds required to be set aside by bond documents). Accordingly, this policy will just briefly describe these two classifications.

Nonspendable Funds

Some of the assets that are included in determining the City's fund balance are inherently nonspendable:

- Assets that will never convert to cash, such as prepaid items and inventories
- Assets that will not convert to cash within sixty (60) days from the start of the fiscal year, such as long-term loans receivable, and non-financial assets held for resale
- Assets that must be maintained intact pursuant to legal or contractual requirements, such as an endowment

Restricted Funds

Restricted funds describe the portion of the fund balance that is subject to externally enforceable legal restrictions, these restrictions fall into three (3) categories:

Restrictions are imposed by parties altogether outside the scope of the City's governance:

- Creditors (typically through a debt covenant)
- Grantors (typically State, Federal and other governmental agencies)
- Contributors
- Other governments

Restrictions that arise when the authorization to raise revenues is conditioned upon the revenue being used for a particular purpose:

- Gas taxes must be used for street repair
- Proposition C funds must be used for fixed transit routes
- Proposition A funds must be used for transit programs
- Measure R must be used for local street repair

Long-term loans receivable and non-financial assets that are collected can also be considered Restricted if the collected funds are subject to an externally enforceable restriction on how they can be spent.

PROCEDURES

This section provides a comprehensive protocol on what is legally deemed the unrestricted (or spendable) portion of the General Fund fund balance, and the order in which the classifications are spent. The unrestricted portion of the fund balance is comprised of the General Fund's resources classified as "Committed," "Assigned," or "Unassigned."

UNRESTRICTED (SPENDABLE) FUND BALANCE

Committed Funds

Committed funds describe a portion of the fund balance that is constrained by limitations imposed by the Montebello City Council. The City Council imposed limitation must occur no later than the close of the reporting period (i.e., end of the fiscal year) and remains binding unless removed under the same manner. A commitment is made by City Council adoption of a resolution that states the amount and purpose of the commitment.

This policy requires the commitment to be made as part of the annual budget adoption process (which typically occurs in June of each year). Furthermore, this policy sets out two distinct commitments: Economic Uncertainties Reserve and Unfunded Liabilities Reserve.

Committed Funds – Economic Uncertainties Reserve

This reserve policy establishes a Commitment for Economic Uncertainties equal to an amount calculated as twenty-five percent (25%) of the General Fund's annual operating revenues.

Appropriations from the Economic Uncertainties Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds).

Generally, appropriations and access to these Committed funds will be reserved for emergency situations. Examples of such emergencies include, but are not limited to:

- Reduction in revenue equal to or greater than 20% of adopted General Fund revenues in a given fiscal year
- An unplanned, major, catastrophic event such as a natural disaster requiring expenditures over
- 10% of General Fund adopted appropriations in a given fiscal year
- Unfunded and/or unpredictable State or Federal legislative or judicial mandates
- Any other unforeseen event that causes the City to expend funds in excess of 10% of General
- Fund adopted appropriations in a given fiscal year

Committed Funds – Unfunded Liabilities Reserve

This reserve policy establishes a Commitment for Unfunded Liabilities equal to an amount calculated as five percent (5%) of the General Fund's annual operating revenues.

Appropriations from the Unfunded Liabilities Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds).

Generally, appropriations and access to these Committed funds will be reserved to pay-down unfunded liabilities. Examples of such uses include, but are not limited to:

- Establishment of a Section 115 irrevocable trust to pay-down Other Post-Employment Benefits (OPEB) liabilities
- Making Additional Discretionary Payments (ADP) related to the City's pension plan (i.e., PERS)
- Funding other unfunded liabilities as identified or needed

Assigned Funds

Assigned funds describe the portion of the General Fund reserves that reflect the use of resources by the Montebello City Council intended to provide a means and source of funding for various near-term and long-term needs. Funds can be designated "assigned" to address equipment replacement needs as well as to set-aside funding for unfunded/unprogrammed future capital and/or infrastructure projects.

This policy grants authority to assign funds to the Director of Finance. Assignment of reserves may be modified by the Director of Finance as part of the annual budget process. Use of assigned funds

requires formal action by the City Council to appropriate funds in the appropriate account.

Specifically, this reserve policy establishes assignments for the following short-term and long-term needs, at the various levels specified:

- Equipment/Technology Replacement and Upgrades
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance/Infrastructure Maintenance
- Energy Efficiency Projects
- Self-insured Retention
- Economic Sustainability

Additional assignments can and will be made by the Director of Finance as part of the preparation of the annual Comprehensive Annual Financial Report (CAFR). These assignments generally include reserving funds for deposits, debt service and bond defeasance. The CAFR will include a detailed accounting of all GASB Statement No. 54 fund balance classifications, including all Assigned Funds.

Equipment/Technology Replacement and Upgrade Assignment

An assignment for equipment and/or technology replacement and upgrade needs will be made that is equal to five (5%) of the General Fund's annual operating revenues.

This assignment is intended to be utilized for non-routine or extraordinary equipment replacement needs, and would include not just rolling stock but other equipment such as computers, network and telecom systems, furniture and related equipment, and other critical citywide “equipment” needs.

Capital Improvement (Unfunded/Un-programmed) Assignment

An assignment will be made that is equal to five percent (5%) of the General Fund's annual operating revenues for the purposes of providing funding for any unfunded, unprogrammed or otherwise un-planned capital improvement projects that required a General Fund funding component.

The purpose of this assignment is to provide an auxiliary means of funding capital improvement projects that do not have a dedicated or restricted funding stream (i.e., non-General Fund source of funding).

Deferred Maintenance/Infrastructure Maintenance Assignment

An assignment will be made that is equal to \$1,000,000 for the purpose of providing funding for deferred maintenance on the City's building assets (i.e., City Hall, community centers), sports fields and other related infrastructure items.

The purpose of the Deferred Maintenance/Infrastructure Maintenance assignment is to provide a reserve for deferred maintenance on the City's buildings, sports fields, parks, community centers and other related infrastructure. The Deferred Maintenance assignment could also be utilized to replace items such as equipment in community centers, parks, etc. This assignment could be used to supplement

the Equipment/Technology Replacement and Upgrade assignment for these types of “one-time” furniture and equipment purchases. The amount of this assignment will be evaluated on a regular basis and either decreased or increased based on updated deferred maintenance needs and priorities as well as available fund balance.

This assignment is separate and distinct from the “Capital Improvement” assignment, which is intended to fund capital projects related to roads, sewer systems, rights of way and similar areas.

Insurance – Risk Management Assignment

An assignment will be made that is equal to \$500,000 and is intended to meet the City’s “self-insured retention” for various insurance needs.

The intent of this assignment is to supplement funding in the City’s Self-Insurance Fund (Fund 700) if necessary based on workers compensation and/or liability claims expenditures. This amount will be re-evaluated and adjusted as necessary.

Economic Sustainability Assignment

An assignment will be made equal to \$1,000,000 to fund economic development sustainability efforts within the City of Montebello. Funds can only be appropriated through formal action by the City Council taken approving a specific economic development project, mission or other targeted effort aimed at increasing the City’s sales tax and/or property tax revenue.

The Economic Sustainability assignment would establish a pool of funds that could be utilized to improve the City’s sales tax and/or property tax base. Use of these funds would be controlled through a strategic effort that would require a specific, City Council approved plan for how the funds would be utilized.

Unassigned Funds

The General Fund may have net resources in excess of what is classified in one of the four previous categories (non-spendable, restricted, committed or assigned). This amount is presented as the Unassigned Fund Balance amount. Only the General Fund can report a positive unassigned fund balance. However, all governmental funds can report a negative unassigned fund balance.

This policy dictates that any amount of fund balance will be classified as “unassigned” after funding the Economic Uncertainties Reserve and Unfunded Liabilities Commitments plus the various Assigned reserves made in accordance with the preceding section. This policy allows for “unassigned” funds and places no specific restrictions on their use. In general, the City Council could choose to utilize “unassigned” fund balance for one-time projects or uses in a given fiscal year, such as technology upgrades, infrastructure improvements, economic development efforts, paying down long-term liabilities, or other such uses either not allocated for in this policy or in addition to the reserve policies set forth herein.

Use of Resources

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, the order of allocation of these available funds is first restricted, second committed, third assigned and lastly unassigned amounts.

REPLENISHMENT OF COMMITTED AND/OR ASSIGNED RESERVES

In keeping with the principles discussed in this policy, when either Committed or Assigned funds are utilized for their specific, intended purposes, or the levels fall below the policy levels as described and set forth herein, the City Council will develop a reserve replenishment plan to return the various reserves to their policy levels. This plan will seek to return the Committed and/or Assigned reserves to their policy levels within one (1) to three (3) years, per City Council direction. Furthermore, Unassigned funds will be first utilized to maintain and/or return the Committed and/or Assigned reserves to their policy levels.

SUMMARY

Components of Fund Balance

- Nonspendable Fund Balance
 - Inherently nonspendable
 - Portion of net resources that cannot be spent because of their form
 - Portion of net resources that cannot be spent because they must be maintained intact
- Restricted Fund Balance
 - Externally enforceable limits on use
 - Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments
 - Limitations imposed by law through constitutional provisions or enabling legislation
- Committed Fund Balance
 - Council/Agency self-imposed limitations set in place prior to the end of the fiscal year
 - Limitation imposed at the highest level of decision making that requires formal action at the same level to remove
- Assigned Fund Balance
 - Limitation resulting from intended use
 - Intended use established by Director of Finance
- Unassigned Fund Balance
 - Total fund balance in the General Fund in excess of nonspendable, restricted, committed and assigned fund balance (surplus)
 - Excess of nonspendable, restricted, and committed fund balance over total fund balance (deficit)
- Use of Fund Balance
 - Restricted
 - Committed
 - Assigned



City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2022-23 Budget

Fund/Funding Source	Project Description	Project #	Amount
Gas Tax (Fund 200)			
	Various Street Improvement Project	CP 851	300,000
	Bluff Road Slope Stabilization	CP 901	1,000,000
	Annual Concrete Repair Program	CP 891	500,000
	Annual Concrete Repair Program	CP 891	200,000 c
	Slurry Seal Project FY 21-22	CP 892	300,000 c
	Annual Signal Maintenance		280,000
	Project Closeouts (Various)		50,000
	Signs, Hardware, Asphalt		110,000
			2,740,000
Proposition A (Fund 210)			
	Transit Yard Relocation		700,000
	Garfield Avenue/Via Campo Bus Turnout	CP 890	500,000
	Garfield Avenue/Via Campo Bus Turnout	CP 890	527,527
	Green Line Station (Capital Reserve)		4,000,000
			5,727,527
Proposition C (Fund 215)			
	Self Evaluationnn Report/ADA Transition Plan		87,655
	Various Intersection Improvements	CP 851	200,000
	Various Intersection Improvements	CP 851	415,000 c
	Traffic Signal Maintenance Project	CP 902	200,000
	San Gabriel Valley COG		30,000
	Gateway COG		30,000
	Debt Service (Series 2019A)		709,600
			1,672,255
Measure M (Fund 222)			
	Lincoln Avenue (Montebello to 18th Street)	CP 903	600,000
	Slurry Seal Project FY 22-23	CP 904	250,000
	Slurry Seal Project FY 21-22	CP 892	100,000
	Traffic Signal Maintenance Project	CP 902	200,000
	Debt Service (Series 2019A)		598,500
			1,748,500
Measure R (Fund 220)			
	Various Intersection Improvements	CP 851	85,000
	Lincoln Avenue (Montebello to 18th Street)	CP 903	500,000
	Slurry Seal Project FY 22-23	CP 904	250,000
	Annual Concrete Repair Program	CP 891	400,000
	Annual Concrete Repair Program	CP 891	103,453 c
	Debt Service (Series 2019B)		528,100
			1,866,553



City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2022-23 Budget

Fund/Funding Source	Project Description	Project #	Amount
Meausre W (Fund 229)			
	Citywide Catch Basin Connection	CP 877	20,000 c
	East LA Sustainable Storm Water Project		900,000
			920,000
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
	Olympic Blvd Feasibility Study	CP 905	300,000
	HYRAP Streets Project	CP 897	2,000,000
	Beach Street Pavement Rehab	CP 883	350,000
	Annual Concrete Repair Program	CP 891	500,000
			3,150,000
TDA-3 (Fund 223)			
	Lincoln Avenue (Montebello to 18th Street)	CP 903	50,000
	Annual Concrete Repair Program	CP 891	46,547
			96,547
HSIP (Grant)			
	Various Intersection Improvements	CP 851	760,000
			760,000
TOTAL FY 2020-21 CIP BUDGET (New and Carryover)			18,681,382

ATTACHMENT B

RESOLUTION NO. 22-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION (POSITION LISTING)

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:**

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		1,032	-	1,032
City Clerk		695	-	695
City Treasurer		695	-	695

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	\$132,654	\$165,666
Fire Captain	46	\$101,101	\$126,262
Police Captain	63	\$153,838	\$192,122
Police Lieutenant	57	\$132,654	\$165,666
Police Sergeant	48	\$106,220	\$132,654
Senior Fire Inspector	38	\$82,979	\$103,629

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	\$38,595	\$48,199
Administrative Assistant	5	\$36,735	\$45,877
Assistant Engineer	33	\$73,341	\$91,593
Assistant Planner	27	\$63,242	\$78,980
Building Inspector	26	\$61,699	\$77,054
Building Maintenance Tradeworker I	11	\$42,601	\$53,203
Building Maintenance Tradeworker II	14	\$45,877	\$57,294
Business License Technician	11	\$42,601	\$53,203
Combination Building Inspector	35	\$77,054	\$96,230
Community Outreach Specialist	21	\$54,533	\$68,104
Community Risk Reduction Coordinator	32	\$71,552	\$89,359

RESOLUTION NO. 22-44

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Community Services Coordinator	13	\$44,758	\$55,896
Court Liaison	12	\$43,666	\$54,533
Custodian	7	\$38,595	\$48,199
Engineering Technician	22	\$55,896	\$69,807
Finance Technician	14	\$45,877	\$57,294
Fire Engineer	40	\$87,179	\$108,875
Fire Inspector	21	\$54,533	\$68,104
Firefighter	35	\$77,054	\$96,230
Human Resources Technician	27	\$63,242	\$78,980
Lead Finance Technician	23	\$57,294	\$71,552
Maintenance Worker	10	\$41,562	\$51,905
Parking Control Officer	12	\$43,666	\$54,533
Payroll Coordinator	24	\$58,726	\$73,341
Payroll Specialist	21	\$54,533	\$68,104
Permit Technician	17	\$49,404	\$61,699
Police Community Service Officer	16	\$48,199	\$60,194
Police Corporal	41	\$89,359	\$111,597
Police Dispatcher I	22	\$55,896	\$69,807
Police Dispatcher II	27	\$63,242	\$78,980
Police Officer	38	\$82,979	\$103,629
Police Records Technician	9	\$40,548	\$50,639
Property & Evidence Technician I	18	\$50,639	\$63,242
Public Information Coordinator	24	\$58,726	\$73,341
Public Safety Radio Technician	30	\$68,104	\$85,053
Public Works Inspector	27	\$63,242	\$78,980
Records Coordinator	22	\$55,896	\$69,807
Risk Management Assistant	12	\$43,666	\$54,533
Senior Building Inspector	31	\$69,807	\$87,179
Senior Finance Technician	21	\$54,533	\$68,104
Senior Permit Technician	21	\$54,533	\$68,104

SMART-TD CLASSIFIED NON-MANAGEMENT		ANNUAL MINIMUM	ANNUAL MAXIMUM
<i>Body Shop Mechanic (effective 1/3/21)</i>		\$52,584	\$67,116
<i>Bus Operator (effective 1/3/21)</i>		\$43,068	\$54,972
<i>Equipment Mechanic A (effective 1/3/21)</i>		\$52,584	\$67,116
<i>Equipment Service Worker (effective 1/3/21)</i>		\$37,092	\$47,340
<i>Storekeeper (eff 1/3/21)</i>		\$45,288	\$57,792

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	43	\$93,883	\$117,247
Accounting Supervisor	30	\$68,104	\$85,053

RESOLUTION NO. 22-44

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Assistant City Manager	*	\$190,740	\$243,480
Assistant Director of Finance	55	\$126,262	\$157,684
Assistant Director of Fire	54	\$123,182	\$153,838
Assistant Director of Planning and Community Development	55	\$126,262	\$157,684
Assistant Director of Public Affairs	55	\$126,262	\$157,684
Assistant Director of Public Works	54	\$123,182	\$153,838
Assistant Director of Recreation & Community Services	51	\$114,387	\$142,854
Assistant Director of Transportation	54	\$123,182	\$153,838
Assistant Fire Chief	62	\$150,086	\$187,436
Assistant Police Chief	65	\$161,626	\$201,848
Associate Engineer	40	\$87,179	\$108,875
Building Maintenance Supervisor	30	\$68,104	\$85,053
Building Official	49	\$108,875	\$135,970
City Manager	*	\$326,462.50	\$326,462.50
Code Enforcement Manager	38	\$82,979	\$103,629
Construction Manager	48	\$106,220	\$132,654
Crime Prevention Supervisor	34	\$75,175	\$93,883
Deputy Director of Public Works	52	\$117,247	\$146,425
Deputy Director of Transportation	52	\$117,247	\$146,425
Deputy Fire Chief	58	\$135,970	\$169,808
Director of Finance	*	\$162,768	\$207,768
Director of Human Resources – Information Technology	*	\$162,768	\$207,768
Director of Planning & Community Development	*	\$157,680	\$201,276
Director of Public Works/City Engineer	*	\$165,312	\$211,020
Director of Recreation & Community Services	*	\$152,592	\$194,784
Director of Transportation	*	\$159,372	\$203,448
Dispatch Supervisor	32	\$71,552	\$89,359
Economic Development Manager	50	\$111,597	\$139,369
Finance Supervisor	32	\$71,552	\$89,359
Fire Chief	*	\$178,032	\$227,256
Fire Marshal	50	\$111,597	\$139,369
Fleet Maintenance Manager	44	\$96,230	\$120,178
Fleet Maintenance Supervisor	33	\$73,341	\$91,593
Fleet Services Manager	42	\$91,593	\$114,387
Fleet Services Supervisor	22	\$55,896	\$69,807
Grants & Project Administrator	36	\$78,980	\$98,636
Housing Manager	48	\$106,220	\$132,654
Human Resources Analyst	34	\$75,175	\$93,883
Human Resources Manager	48	\$106,220	\$132,654
Information Systems Manager	49	\$108,875	\$135,970
Information Systems Supervisor	39	\$85,053	\$106,220
Management Analyst	28	\$64,823	\$80,955

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Maintenance Manager	44	\$96,230	\$120,178
Office Manager	27	\$63,242	\$78,980
Park Maintenance Supervisor	30	\$68,104	\$85,053
Planner	35	\$77,054	\$96,230
Planning Manager	49	\$108,875	\$135,970
Police Chief	*	\$182,268	\$232,656
Police Records Supervisor	31	\$69,807	\$87,179
Principle Engineer	52	\$117,247	\$146,425
Public Information Officer	32	\$71,552	\$89,359
Public Safety Radio Supervisor	39	\$85,053	\$106,220
Public Works Inspector	27	\$63,242	\$78,980
Public Works Manager	37	\$80,955	\$101,101
Public Works Superintendent	41	\$89,359	\$111,597
Recreation Manager	35	\$77,054	\$96,230
Recreation Supervisor	29	\$66,443	\$82,979
Revenue Supervisor	30	\$68,104	\$85,053
Risk Management Analyst	30	\$68,104	\$85,053
Risk Manager	50	\$111,597	\$139,369
Senior Deputy City Clerk	39	\$85,053	\$106,220
Senior Economic Development Coordinator	34	\$75,175	\$93,883
Senior Human Resources Analyst	41	\$89,359	\$111,597
Senior Management Analyst	36	\$78,980	\$98,636
Senior Planner	41	\$89,359	\$111,597
Senior Procurement Analyst	33	\$73,341	\$91,593
Social Work Supervisor	38	\$82,979	\$103,629
Street Maintenance Supervisor	32	\$71,552	\$89,359
Superintendent/Facility Manager	38	\$82,979	\$103,629
Transit Administration Manager	45	\$98,636	\$123,182
Transit Assistant Manager	34	\$75,175	\$93,883
Transit Operations Manager	46	\$101,101	\$126,262
Transit Planner	28	\$64,823	\$80,955
Transit Supervisor	26	\$61,699	\$77,054
Warehouse Supervisor	26	\$61,699	\$77,054

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	26	\$61,699	\$77,054
Code Enforcement Coordinator	10	\$41,562	\$51,905
Code Enforcement Officer	25	\$60,194	\$75,175
Crime Analyst	32	\$71,552	\$89,359
Deputy City Clerk	24	\$58,726	\$73,341

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Economic Development Coordinator	26	\$61,699	\$77,054
Field Response Case Coordinator	11	\$42,601	\$53,203
Firefighter/Paramedic Trainee	21	\$54,533	\$68,104
Information Systems Analyst	34	\$75,175	\$93,883
Information Systems Technician	18	\$50,639	\$63,242
Police Trainee	21	\$54,533	\$68,104
Senior Accountant	35	\$77,054	\$96,230
Senior Administrative Assistant	13	\$44,758	\$55,896

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		15.00	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		15.92	20.31
Bus Operator		18.93	20.68
Clerical Assistant		15.00	18.33
Code Enforcement Technician		15.00	16.84
Community Services Aide - SYEP		15.00	14.00
Equipment Service Worker		15.00	19.11
Field Maintenance Worker		15.00	16.73
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		15.00	18.33
Intern		15.00	18.33
Lifeguard		15.00	16.64
Maintenance Worker		15.92	20.31
Mechanic's Assistant		15.00	17.49
Park Ranger		15.00	19.30
Parking Control Officer		18.72	21.28
Police Cadet		15.14	19.33
Police Community Services Officer		15.00	16.66
Police Dispatcher		26.35	31.25
Police Officer		32.49	41.43
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		16.66	20.00
Property & Evidence Technician		16.66	24.45
Public Works Manager		34.72	42.23
Recreation Leader I		15.00	16.22
Recreation Leader II		15.00	17.79
Recreation Leader III		15.00	18.75

RESOLUTION NO. 22-44

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Recreation Leader IV		16.71	20.55
Risk Management Assistant		15.00	21.45
Secretary		15.00	17.90
Senior Lifeguard		16.15	18.27
Senior Project Manager		63.87	77.66
Transportation Revenue Coordinator		15.93	20.22
Transportation Specialist		15.00	24.45

**Executive Management classification salary ranges are determined by Resolution No.20-74, approved on September 9, 2020.*

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources-Information Technology and the Director of Finance, and the resolution shall be in full force and effect as of July 1, 2022.

APPROVED AND ADOPTED this 8th day of June, 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk
Attorney

Arnold M. Alvarez-Glasman, City

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. 22-44 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 8th day of June, 2022 and that said Resolution was adopted by the following vote, to-wit:

RESOLUTION NO. 22-44

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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

EXHIBITS:

- Exhibit B1 – Salary Matrix
- Exhibit B2 – Maintenance Manager Classification

City of Montebello FY 2022-23 Salary Matrix

EXHIBIT B1

Salary Range											
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Salary Range
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	1
BI-WEEKLY	\$16.0000	\$16.4000	\$16.8100	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	2
	\$1,280.0000	\$1,312.0000	\$1,344.8000	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	
2	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	2
	\$16.4000	\$16.8100	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	3
	\$1,312.0000	\$1,344.8000	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	
3	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	3
	\$16.8100	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	4
	\$1,344.8000	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	
4	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	4
	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	5
	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	
5	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	5
	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	6
	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	
6	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	6
	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	7
	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	
7	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	7
	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	8
	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	
8	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	8
	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	9
	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	
9	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	9
	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	10
	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	
10	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	10
	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	11
	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	
11	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	11
	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	12
	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	
12	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	12
	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	13
	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	
13	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	13
	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	14
	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	
14	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	14
	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	15
	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	
15	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	15
	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	16
	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	
16	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	16
	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	17
	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	
17	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	17
	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	18
	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	
18	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	18
	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	19
	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	
19	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	19
	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	20
	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	
20	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	20
	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	21
	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	
21	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	21
	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	22
	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	
22	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	22
	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	23
	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	
23	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	23
	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	24
	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	
24	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	24
	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	\$35.2601	25
	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	
25	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	25

City of Montebello FY 2022-23

Salary Matrix

Salary Range											
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Salary Range
26	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	\$35.2601	\$36.1416	26
	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	
27	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	27
	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	\$35.2601	\$36.1416	\$37.0452	
28	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	28
	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	
29	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	29
	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	\$35.2601	\$36.1416	\$37.0452	\$37.9713	
30	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	30
	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	
31	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	31
	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	\$35.2601	\$36.1416	\$37.0452	\$37.9713	\$38.9206	
32	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	32
	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	
33	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	33
	\$32.7425	\$33.5611	\$34.4001	\$35.2601	\$36.1416	\$37.0452	\$37.9713	\$38.9206	\$39.8936	\$40.8909	
34	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	34
	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	
35	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	35
	\$33.5611	\$34.4001	\$35.2601	\$36.1416	\$37.0452	\$37.9713	\$38.9206	\$39.8936	\$40.8909	\$41.9132	
36	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	36
	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	
37	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	37
	\$34.4001	\$35.2601	\$36.1416	\$37.0452	\$37.9713	\$38.9206	\$39.8936	\$40.8909	\$41.9132	\$42.9610	
38	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	38
	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	
39	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	39
	\$35.2601	\$36.1416	\$37.0452	\$37.9713	\$38.9206	\$39.8936	\$40.8909	\$41.9132	\$42.9610	\$44.0350	
40	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	40
	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	
41	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	41
	\$36.1416	\$37.0452	\$37.9713	\$38.9206	\$39.8936	\$40.8909	\$41.9132	\$42.9610	\$44.0350	\$45.1359	
42	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	42
	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	
43	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	43
	\$37.0452	\$37.9713	\$38.9206	\$39.8936	\$40.8909	\$41.9132	\$42.9610	\$44.0350	\$45.1359	\$46.2643	
44	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	44
	\$37.9713	\$38.9206	\$39.8936	\$40.8909	\$41.9132	\$42.9610	\$44.0350	\$45.1359	\$46.2643	\$47.4209	
45	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	45
	\$38.9206	\$39.8936	\$40.8909	\$41.9132	\$42.9610	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	
46	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	46
	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	
47	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	47
	\$39.8936	\$40.8909	\$41.9132	\$42.9610	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	\$49.8216	
48	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	48
	\$40.8909	\$41.9132	\$42.9610	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	\$49.8216	\$51.0672	
49	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	49
	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	
50	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	50
	\$41.9132	\$42.9610	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	\$49.8216	\$51.0672	\$52.3438	
51	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	51
	\$42.9610	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	\$49.8216	\$51.0672	\$52.3438	\$53.6524	
52	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	52
	\$43.6817	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	\$49.8216	\$51.0672	\$52.3438	\$53.6524	
53	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	53
	\$44.0350	\$45.1359	\$46.2643	\$47.4209	\$48.6065	\$49.8216	\$51.0672	\$52.3438	\$53.6524	\$54.9937	
	\$57.7778	\$59.2222	\$60.7028	\$62.2204	\$63.7759	\$65.3703	\$67.0045	\$68.6796	\$70.3966	\$72.1566	

City of Montebello FY 2022-23

Salary Matrix

Salary Range												Salary Range
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
54	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	54	
	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838		
	\$59.2222	\$60.7028	\$62.2204	\$63.7759	\$65.3703	\$67.0045	\$68.6796	\$70.3966	\$72.1566	\$73.9605		
55	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	55	
	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684		
	\$60.7028	\$62.2204	\$63.7759	\$65.3703	\$67.0045	\$68.6796	\$70.3966	\$72.1566	\$73.9605	\$75.8095		
56	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	56	
	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626		
	\$62.2204	\$63.7759	\$65.3703	\$67.0045	\$68.6796	\$70.3966	\$72.1566	\$73.9605	\$75.8095	\$77.7047		
57	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	57	
	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666		
	\$63.7759	\$65.3703	\$67.0045	\$68.6796	\$70.3966	\$72.1566	\$73.9605	\$75.8095	\$77.7047	\$79.6473		
58	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	58	
	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808		
	\$65.3703	\$67.0045	\$68.6796	\$70.3966	\$72.1566	\$73.9605	\$75.8095	\$77.7047	\$79.6473	\$81.6385		
59	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	59	
	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053		
	\$67.0045	\$68.6796	\$70.3966	\$72.1566	\$73.9605	\$75.8095	\$77.7047	\$79.6473	\$81.6385	\$83.6795		
60	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	60	
	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405		
	\$68.6796	\$70.3966	\$72.1566	\$73.9605	\$75.8095	\$77.7047	\$79.6473	\$81.6385	\$83.6795	\$85.7715		
61	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	61	
	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865		
	\$70.3966	\$72.1566	\$73.9605	\$75.8095	\$77.7047	\$79.6473	\$81.6385	\$83.6795	\$85.7715	\$87.9158		
62	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	62	
	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436		
	\$72.1566	\$73.9605	\$75.8095	\$77.7047	\$79.6473	\$81.6385	\$83.6795	\$85.7715	\$87.9158	\$90.1136		
63	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	63	
	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122		
	\$73.9605	\$75.8095	\$77.7047	\$79.6473	\$81.6385	\$83.6795	\$85.7715	\$87.9158	\$90.1136	\$92.3665		
64	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	64	
	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925		
	\$75.8095	\$77.7047	\$79.6473	\$81.6385	\$83.6795	\$85.7715	\$87.9158	\$90.1136	\$92.3665	\$94.6756		
65	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	65	
	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848		
	\$77.7047	\$79.6473	\$81.6385	\$83.6795	\$85.7715	\$87.9158	\$90.1136	\$92.3665	\$94.6756	\$97.0425		
66	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	66	
	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895		
	\$79.6473	\$81.6385	\$83.6795	\$85.7715	\$87.9158	\$90.1136	\$92.3665	\$94.6756	\$97.0425	\$99.4686		
67	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	67	
	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067		
	\$81.6385	\$83.6795	\$85.7715	\$87.9158	\$90.1136	\$92.3665	\$94.6756	\$97.0425	\$99.4686	\$101.9553		
68	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	68	
	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369		
	\$83.6795	\$85.7715	\$87.9158	\$90.1136	\$92.3665	\$94.6756	\$97.0425	\$99.4686	\$101.9553	\$104.5042		
69	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	69	
	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803		
	\$85.7715	\$87.9158	\$90.1136	\$92.3665	\$94.6756	\$97.0425	\$99.4686	\$101.9553	\$104.5042	\$107.1168		
70	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	70	
	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373		
	\$87.9158	\$90.1136	\$92.3665	\$94.6756	\$97.0425	\$99.4686	\$101.9553	\$104.5042	\$107.1168	\$109.7947		
71	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	71	
	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082		
	\$90.1136	\$92.3665	\$94.6756	\$97.0425	\$99.4686	\$101.9553	\$104.5042	\$107.1168	\$109.7947	\$112.5396		
72	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	72	
	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934		
	\$92.3665	\$94.6756	\$97.0425	\$99.4686	\$101.9553	\$104.5042	\$107.1168	\$109.7947	\$112.5396	\$115.3531		
73	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	73	
	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933		
	\$94.6756	\$97.0425	\$99.4686	\$101.9553	\$104.5042	\$107.1168	\$109.7947	\$112.5396	\$115.3531	\$118.2369		
74	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	74	
	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081		
	\$97.0425	\$99.4686	\$101.9553	\$104.5042	\$107.1168	\$109.7947	\$112.5396	\$115.3531	\$118.2369	\$121.1928		
75	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	\$9,695.4268	75	
	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383		
	\$99.4686	\$101.9553	\$104.5042	\$107.1168	\$109.7947	\$112.5396	\$115.3531	\$118.2369	\$121.1928	\$124.2227		
76	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	\$9,695.4268	\$9,937.8125	76	
	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843		
	\$101.9553	\$104.5042	\$107.1168	\$109.7947	\$112.5396	\$115.3531	\$118.2369	\$121.1928	\$124.2227	\$127.3282		
77	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	\$9,695.4268	\$9,937.8125	\$10,186.2578	77	
	\$217,369	\$22										

CITY OF MONTEBELLO**XXXX**

Maintenance Manager

DEFINITION

Under general supervision, plans, organizes, and directs the staff and activities of the Facility and Support Shops section of Montebello Bus Lines, and coordinates and directs facilities-related capital projects, as well as acquisition and implementation of maintenance-related equipment, resource oversight, and facility and vehicle cleanliness. This specific position will oversee the Warehouse, Fleet Services, and Facility Maintenance functions and performance.

MANAGEMENT RESPONSIBILITY

This classification has management-level responsibility for the Facility and Support Shops section, including the supervision of unit supervisors and all subordinate staff.

EXAMPLES OF DUTIES

Duties/functions may include, but are not limited to, the following tasks: Manages, prioritizes, and directs the scheduling and work activities of reporting staff; participates in decision making regarding personnel issues; develops, communicates, and monitors staff adherence to departmental policies, as well as state and federal rules and regulations. Interprets and applies all pertinent provisions of the Memorandum of Understanding (MOU); counsels staff regarding work performance and participates in the disciplinary process. Designs, implements, and monitors programs and plans for preventive maintenance, equipment replacement, and energy management for all of the facility. Develops and reviews the operating budget of the section and monitors all expenditures. Manages capital and special projects, including outside vendors and contractors; develops project budgets and tracks compliance expenditures; reviews and approves special requisitions and payments, including billings for materials, supplies, and services. Consults with the procurement and budget teams to develop multi-year contracts for maintenance, services, and construction. Provides consultation and technical assistance to executive staff, management teams, and other internal and external departments. Inspects work sites periodically and recommends, initiates, and monitors remedial action when required. Coordinates the approval and permit processes required by local, regional, and state jurisdictions and regulatory agencies; and travels to attend and address agency meetings. Performs related duties as required.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license.

EMPLOYMENT STANDARDS

The desired candidate will possess the following:

- Versed in principles and methods of supervision, including training, motivation, team building, and conflict resolution;
- Knowledge of programs for preventative maintenance, equipment replacement, and energy maintenance;
- General understanding of project and property management principles and practices, environmental regulations, and safety standards.

and

Ability to:

- Effectively organize, manage, and monitor staff, contractors, consultants, and expenditures for various construction projects, as well as assigned Maintenance functions;
- Research the facility's maintenance needs, compile and analyze information related to complex programs, evaluate the impact and cost-effectiveness of alternative concepts and approaches, and write complete, concise, and coherent reports with

recommendations;

- Accurately interpret, implement, and stay current with changing construction and facilities maintenance costs, methods and practices, state and federal rules and regulations related to facilities maintenance such as environmental regulations,
- Develop department and special project goals and priorities;
- Develop and monitor capital budget plans and monitor expenses;
- Exercise sound independent judgment;
- Communicate effectively both orally and in writing;
- Develop effective and collaborative working relationships with subordinate staff, fellow managers, and supervisors using principles of good customer service.

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

Education: College coursework from an accredited college or university in business or public administration or a closely related field is highly desirable.

Work Background: Four years of progressively responsible supervisory experience in facilities maintenance, preferably within the Transit field.

XXXX 2022

RESOLUTION NO. 22-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ESTABLISHING AN
APPROPRIATIONS LIMIT IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE, SECTION 7910**

RECITALS

WHEREAS, Article XIII-B of the California State Constitution, informally known as the “Gann Appropriations Limit,” provides limits regarding the total amount of appropriations in any fiscal year from “The Proceeds of Taxes;” and,

WHEREAS, The Article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes; and,

WHEREAS, Section 7910 of the Government Code, added in 1980 by the State Legislature, provides that “each year the governing body of each local jurisdiction shall by resolution establish its appropriations limit for the following year.”

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

SECTION 1. The Fiscal Year 2021-22 appropriations limit was \$55,487,742.

SECTION 2. The Fiscal Year 2022-23 appropriations limit is \$59,139,973 calculated as shown on the worksheet attached hereto and known as Exhibit A.

SECTION 3. The Fiscal Year 2022-23 appropriations subject to the above limit are \$39,620,398 and is within the limit calculated as shown on Exhibit B.

SECTION 4. That the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect.

APPROVED AND ADOPTED this 8th day of June, 2022.

Kimberly A. Cobos-Cawthorne, Mayor

RESOLUTION NO. 22-45

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk
Attorney

Arnold M. Alvarez-Glasman, City

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. 22-45 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 8th 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

EXHIBITS:

- Exhibit C1 – GANN Limit Calculation
- Exhibit C2 – GANN Limit Calculation

City of Montebello
Gann Limit Calculation
EXHIBIT A

	AMOUNT
A. LAST YEAR'S LIMIT	55,487,742
B. ADJUSTMENT FACTOR	
1. Population %	99.10
2. Inflation %	107.55
Total Adjustment %	106.58
C. ANNUAL ADJUSTMENT \$	3,652,231
D. OTHER ADJUSTMENTS:	
Lost Responsibility (-)	
Transfer to Private (-)	
Transfer to Fees (-)	
Assumed Responsibility (+)	
Sub-total	-
E. TOTAL ADJUSTMENTS	3,652,231
F. THIS YEAR'S LIMIT	59,139,973

**City of Montebello
Gann Limit Calculation
Appropriations Subject to Limitation, EXHIBIT B**

	<u>AMOUNT</u>
A. PROCEEDS OF TAXES	39,620,398
B. EXCLUSIONS	0
C. APPROPRIATIONS SUBJECT TO LIMITATION	<u>39,620,398</u>
D. CURRENT YEAR LIMIT	59,139,973
E. OVER/(UNDER) LIMIT	<u>(19,519,575)</u>



City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2022-23 Budget

Fund/Funding Source	Project Description	Project #	Amount
Gas Tax (Fund 200)			
	Various Street Improvement Project	CP 851	300,000
	Bluff Road Slope Stabilization	CP 901	1,000,000
	Annual Concrete Repair Program	CP 891	500,000
	Annual Concrete Repair Program	CP 891	200,000 c
	Slurry Seal Project FY 21-22	CP 892	300,000 c
	Annual Signal Maintenance		280,000
	Project Closeouts (Various)		50,000
	Signs, Hardware, Asphalt		110,000
			2,740,000
Proposition A (Fund 210)			
	Transit Yard Relocation		700,000
	Garfield Avenue/Via Campo Bus Turnout	CP 890	500,000
	Garfield Avenue/Via Campo Bus Turnout	CP 890	527,527
	Green Line Station (Capital Reserve)		4,000,000
			5,727,527
Proposition C (Fund 215)			
	Self Evaluationonn Report/ADA Transition Plan		87,655
	Various Intersection Improvements	CP 851	200,000
	Various Intersection Improvements	CP 851	415,000 c
	Traffic Signal Maintenance Project	CP 902	200,000
	San Gabriel Valley COG		30,000
	Gateway COG		30,000
	Debt Service (Series 2019A)		709,600
			1,672,255
Measure M (Fund 222)			
	Lincoln Avenue (Montebello to 18th Street)	CP 903	600,000
	Slurry Seal Project FY 22-23	CP 904	250,000
	Slurry Seal Project FY 21-22	CP 892	100,000
	Traffic Signal Maintenance Project	CP 902	200,000
	Debt Service (Series 2019A)		598,500
			1,748,500
Measure R (Fund 220)			
	Various Intersection Improvements	CP 851	85,000
	Lincoln Avenue (Montebello to 18th Street)	CP 903	500,000
	Slurry Seal Project FY 22-23	CP 904	250,000
	Annual Concrete Repair Program	CP 891	400,000
	Annual Concrete Repair Program	CP 891	103,453 c
	Debt Service (Series 2019B)		528,100
			1,866,553



City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2022-23 Budget

Fund/Funding Source	Project Description	Project #	Amount
Meausre W (Fund 229)			
	Citywide Catch Basin Connection	CP 877	20,000 c
	East LA Sustainable Storm Water Project		900,000
			920,000
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
	Olympic Blvd Feasibility Study	CP 905	300,000
	HYRAP Streets Project	CP 897	2,000,000
	Beach Street Pavement Rehab	CP 883	350,000
	Annual Concrete Repair Program	CP 891	500,000
			3,150,000
TDA-3 (Fund 223)			
	Lincoln Avenue (Montebello to 18th Street)	CP 903	50,000
	Annual Concrete Repair Program	CP 891	46,547
			96,547
HSIP (Grant)			
	Various Intersection Improvements	CP 851	760,000
			760,000
TOTAL FY 2020-21 CIP BUDGET (New and Carryover)			18,681,382



City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2022-23 Budget

Fund/Funding Source	Project Description	Project #	Amount
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Proposition A (Fund 210)			
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	Garfield Avenue/Via Campo Bus Turnout	CP 890	500,000
	Garfield Avenue/Via Campo Bus Turnout	CP 890	527,527
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City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2022-23 Budget

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			96,547
HSIP (Grant)			
	Various Intersection Improvements	CP 851	760,000
			760,000
TOTAL FY 2020-21 CIP BUDGET (New and Carryover)			18,681,382

RESOLUTION NO. 22-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION AS REQUIRED BY A RECENT AUDIT CONDUCTED BY THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691; and,

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation; and,

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and,

WHEREAS, a recent audit by the California Public Employees Retirement System (CALPERS) recommended that an “after the fact” resolution of this nature was required, even though the City of Montebello, through the meet and confer process, stopped contributing to the employee share of retirement costs effective January 1, 2021; and,

WHEREAS, this resolution does not impact any duly negotiated terms and/or conditions currently in place and is only being presented for approval by the City Council of the City of Montebello because of a CALPERS audit requirement; and,

WHEREAS, the governing body of the City of Montebello as identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all employees of the Montebello Fire Management Association, Montebello Police Management Association, Montebello Officers Association, International Association of Sheet Metal, Rail and Transportation Workers, Montebello Supervisors’ Association, and Non-Represented Employees.
- For Montebello Fire Management Association, Montebello Police Management Association, and Montebello Officers Association, this benefit shall consist of paying 9% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.
- For International Association of Sheet Metal, Rail and Transportation Workers, Montebello Supervisors’ Association, and Non-Represented Employees, from July 1, 2018 to the first pay period after January 1, 2020, this benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.

RESOLUTION NO. 22-46

Page 2 of 3

- For International Association of Sheet Metal, Rail and Transportation Workers, Montebello Supervisors' Association, and Non-Represented Employees, from the first pay period after January 1, 2020 to the first pay period after January 1, 2021, this benefit shall consist of paying 4% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.
- For all employees of the Montebello Fire Management Association, Montebello Police Management Association, Montebello Officers Association, International Association of Sheet Metal, Rail and Transportation Workers, Montebello Supervisors' Association, and Non-Represented Employees, effective the first pay period after January 1, 2021, this benefit shall consist of paying 0% of the normal contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2018.

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

SECTION 1. Elects to pay and report the value of EPMC, as set forth above.

SECTION 2. That no current terms and/or conditions relating to retirement, compensation, employee or employer contributions towards retirement costs are impacted or changed in any manner by the approval of this resolution.

APPROVED AND ADOPTED this 8th 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. 22-46

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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. 22-45 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 8th 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 Budget Message Fiscal Year 2022-23 Proposed Budget

The City of Montebello celebrates its second century of incorporation with adoption of the Fiscal Year 2022-23 Operating and Capital budget. As the City begins its second century of existence, it is faced with a unique combination of opportunities and challenges. Montebello is on the right path – financially, organizationally and culturally. The past fiscal year witnessed the continuation of progress towards financial sustainability.

This budget builds upon the progress made in the past two years' award-winning budgets, and continues moving the organization forward and funds the services and programs key to the City Council's priorities. The City once again received the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the adopted Fiscal Year 2021-22 budget document – the second consecutive year and only the second time in the City's 100 plus year history. Receiving this award demonstrates the City's commitment to producing an accessible budget document that effectively communicates the City's financial priorities in a transparent manner. Staff will submit the FY 2022-23 budget for this award and fully expects to receive it for a third consecutive year.

Some of the recent accomplishments that positively impact the FY 2022-23 budget are:

- Continued strong forecasted growth in revenue from the three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello's voters in March, 2020
- Made progress in transforming the City's golf course into a world-class destination, engaging "Top Golf" as an anchor to the re-imagined property
- Significant progress in upgrading the City's streets and roadways through use of \$25 million in Metro Local Return Fund bonds for the "Paving the Way" program
- Continued the update to the City's General Plan, the first such endeavor since 1973
- Updated the City's Housing Element for the first time since 1997
- Upgraded the City's vehicle fleet, purchasing replacement vehicles for Police, Code Enforcement and Fire
- Expanded community programs with a season-long Farmer's Market, a summer street-fest, and other resident favorite programs

These and dozens of additional accomplishments provide a clear indication that Montebello is making progress towards financial sustainability and fiscal stability. This budget continues movement towards those goals – even within the shadow of the continued impacts of the Coronavirus pandemic on our economy and society at large.

The General Fund budget, which provides funding for everyday services our residents enjoy – Police, Fire, community services, code enforcement, street and park maintenance – is projected to have a \$695,700 surplus. General Fund expenditures of \$67,999,100 are less than forecasted revenue of \$68,685,800

The table below provides a summary of General Fund revenues vs. expenditures:

General Fund Expenditures	67,990,100
General Fund Revenue	68,685,800
Surplus / (Deficit)	695,700

Total, all funds expenditures are projected to be \$184,265,287 against \$203,270,570 in revenue. These appropriations include General Fund operations as well as Transit (Montebello Bus Lines), the Golf course, the Hilton Garden Inn and Home2Suites, the various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants, Community Development Block Grant (CDBG) programs, grant awards, Property Tax Override payment of Pension Obligation Bond debt service, Successor Agency (former Redevelopment Agency) enforceable obligations, and many other projects, programs and operations utilizing various special and restricted funding sources.

The progress in right-sizing the City's General Fund made over the past three fiscal years is significant. Staff has worked diligently to review all revenue and expenditure items, performing a "modified" zero-based budgeting exercise for the third consecutive year. This budget represents the third year of a five year budget development process, with the end goal that of achieving a sustainable and healthy budget that incorporates strategic goals while providing funding for essential daily operations. A section in the following pages is devoted to explaining this five year plan in greater detail.

The third year of this five year effort sought to review prior year actual expenditures to adjust FY 2022-23 budget requests based on well analyzed and researched trends. Most importantly, significant emphasis was placed on improving the allocation of maintenance and operations appropriations as well as allocating employee salary and benefit costs to non-General Fund sources (i.e., Gas Tax, Local Return Funds, Montebello Hills project deposit, Transit Fund, etc.) where appropriate and allowed.

Traditionally, Montebello had done a less than ideal job of charging maintenance and operations and staff time to projects using grant or local return fund sources of revenue. This standard practice – especially in the Public Works realm – relieves the General Fund of certain expenses that can be correctly charged to restricted revenue sources. Charging off to special funds provides additional budget "room" for General Fund programs such as code enforcement, community services, park landscape maintenance, etc.

For example, \$949,000 in salary benefit costs are charged to the Transit Fund – representing the support provided across the organization to our Transit operations (i.e., Human Resources,

payroll, accounts payable, administration, facilities maintenance, etc.). In addition, approximately \$225,000 in salary and benefit costs will be charged to various Local Return Funds (e.g., Measure C, Measure M, etc.), recouping costs related to Public Works engineering staff in managing capital projects using Metro funding.

The following pages provide a detailed discussion of the proposed FY 2022-23 budget, as well as an update on selected major infrastructure projects, post-pandemic operational plans, and details of the five year fiscal sustainability/budget improvement plan. The emphasis on budget numbers will be on the General Fund, but key special and enterprise fund operations will be highlighted – the Golf Course, the Hilton Garden Inn and Home2Suites, Transit, etc. Detail on every fund and account can be found in the succeeding pages of the budget book.

COVID-19 and the American Rescue Plan Act (ARPA)

The FY 2020-21 and 2021-22 budgets were developed under the pall of the coronavirus pandemic. Revenue projections – especially sales tax – were highly tempered given the unknown impact that pandemic restrictions would have on the local and regional economy. Even with the lifting of various restrictions related to public health orders enacted to curtail the spread of the coronavirus in FY 2021-22, revenue projections were approached conservatively. One year ago, even with positive signs the economy was improving compared to the spring of 2020, it was necessary to temper revenue projections, as new coronavirus surges and concomitant public health response continued to cast uncertainty on how the economy would perform.

Overall, last year's budget development continued to be dictated by responding to the pandemic: reduced revenue projections coupled with increased spending in certain (sometimes new) areas. There was some economic assistance the City received early in FY 2020-21 related to the pandemic. The CARES Act approved in May, 2020 set aside funding for large cities and states. The League of California Cities successfully lobbied the State of California to share a portion of its CARES Act relief funding with all cities – regardless of size. Montebello received \$784,000 from this allotment, earmarked for expenses directly related to COVID-19 response: PPE purchases, increased cleaning costs, provision of food insecurity assistance, local business assistance, etc. There were also additional pandemic related expenses which the City was reimbursed for through Federal Government FEMA appropriations, close to \$1.0 million worth.

However, these funding streams did not come close to reimbursing the City for lost revenue, expanded pandemic related expenses or other COVID-19 related negative impacts. The American Rescue Plan Act (ARPA), approved in March, 2021 (H.R. 1319), went much further in providing direct aid to local governments to ameliorate the impacts from the pandemic. ARPA included \$65 billion in direct and flexible relief for every city in the country – a historical first. California cities would receive approximately \$8.3 billion of this amount.

Montebello will receive \$16.59 million in Coronavirus State and Local Fiscal Recovery (CLSF) funds by May of 2022. These funds have been dispersed in two tranches: the first 50% (\$8.3 million) was received in May 2021, with the second tranche released in May, 2022. These funds

are more flexible than either prior CARES Act or FEMA reimbursement. Some of the major uses allowed are:

- Lost revenue replacement
- Sewer infrastructure projects
- Technology infrastructure upgrades
- First-responder/essential worker remuneration

On September 1, 2021, a CSLFRF focused study session was held. Staff presented to the City Council an overview of the entire CSLFRF program, along with highlights on how this revenue could be used. This study session followed a March, 2021 study session that presented an overview of the more than \$75 million in unmet capital, infrastructure, equipment and vehicle needs which exists in Montebello.

Some of the individual items included in the \$75 million in unmet needs are:

- Complete overhaul and upgrade of the City's information technology backbone (network, storage, software, etc.)
- Sewer repairs including replacement of pipes approaching 100 years of age
- Replacement of emergency vehicles such as patrol cars and fire engines
- Repair of facilities, including parks and community centers
- Upgrades to workspaces to ensure social distancing and accessibility

The September 2021 study session provided extensive detail on the CSLFRF "revenue loss" category and the calculation outlined in the Interim Final Rule from the United States Treasury that was utilized by Staff to arrive at Montebello's revenue loss number. This particular category, as authorized in the initial Interim Final Rule and Final Rule from the United States Treasury, provides the most flexibility for Montebello to utilize the \$16.59 million in funding towards a number of urgent needs.

The revenue loss formula used FY 2018-19 (pre-Coronavirus) as a base year to determine the difference in "general revenues" in subsequent fiscal years. ("General Revenues" is a U.S. Census defined collection of revenues that includes non-General Fund revenue.) A growth adjustment was allowed, to estimate anticipated and estimate year over year revenue growth.

For Montebello, the "base year" (i.e., FY 2018-19) general revenue amount was \$111,547,402. A 7.7% growth factor was used, providing an amount of \$124,689,036 in revenue that reasonably could be assumed should have been received, had the pandemic not occurred. In actuality, \$104,164,967 in revenue was received for the January – December 2020 period. This equates to a \$20,524,069 revenue loss amount.

Since the calculated revenue loss amount exceeds Montebello's CSLFRF award amount of \$16.59 million, the City can claim the full amount as "revenue loss." Per the U.S. Treasury Interim Final and Final rules, the entire \$16.59 million can be used for:

- Maintenance or pay-go funding of building infrastructure
- Modernization of cybersecurity (i.e., hardware, software, and protection of critical infrastructure)
- Provision of police, fire and other public safety services

The FY 2021-22 budget did not include specific appropriations of these funds. However, in April 2021 a master professional services agreement was approved to initiate work on the Information Technology infrastructure upgrade project, for which Staff had received direction to pursue in September, 2021. The FY 2022-23 budget includes \$4.7 million in appropriations for the first year of this five year upgrade and modernization project. This project will be funded entirely by CSLFRF revenue.

The table below presents the five year project costs, detailed by type of purchase:

	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware	2,351,478	120,000	120,000	120,000	120,000
License	1,626,675	421,998	437,192	458,654	481,575
Professional Services	648,852	246,172	253,557	261,164	268,998
Software	149,734	112,512	118,137	124,044	130,246
Total	4,776,738	900,681	928,886	963,861	1,000,819

Another portion of the City's CSLFRF award was recorded as revenue in FY 2021-22, using it as revenue replacement per the "revenue loss" category. The funding supported sewer maintenance and capital projects, provided funding for Police Department patrol vehicle purchases, and assisted with critical facility upgrades and maintenance. Remaining CSLFRF funding will be utilized for similar expenses in FY 2022-23 – in addition to the IT infrastructure project.

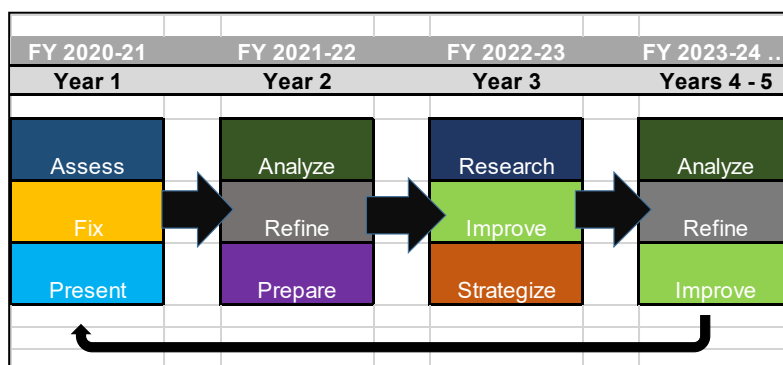
Quarterly reports have been filed according to guidance from the Interim Final and Final U.S. Treasury rules. The City has until December 31, 2024 to commit and/or spend these funds. It is anticipated all awarded funds will be spent by this deadline, providing citywide upgrades to critical infrastructure that will benefit the community at-large.

Budget Development – A Five Year Journey

Attaining fiscal sustainability involves developing and instituting a budget process that establishes a culture of fiscal accountability. The FY 2022-23 budget development process is the third year of a five year journey towards reaching fiscal sustainability and financial stability.

The five year budget development improvement process creates a set of building blocks, based on the ability to improve a subsequent year's budget based on progress made in the current year. Each year the process becomes more sophisticated, with the end goal being a self-sustaining budget built around strategic goals. The image below encapsulates this iterative process,

showing the basic building blocks for each year and the emphasis placed on a grouping of tasks designed to continuously improve the budget – and by extension the organization:



The first year (FY 2020-21) was focused on assessing the budget in its current state and then fixing “low hanging fruit” that would immediately improve the overall budget situation. A budget was presented that represented the best and most comprehensive planning document possible, given the myriad fixes necessary.

The FY 2021-22 budget used the improved base created in FY 2020-21. There was a deeper focus on analyzing revenue and expenditure trends, utilizing additional information and data available. The refinement of the budget development process further improved the budget that was proposed and eventually adopted. The FY 2021-22 budget was more fully and comprehensively prepared, and incorporated additional information not available in the prior fiscal year.

The current FY 2022-23 budget focuses on research, improvement (continued) and strategy. Utilizing focused and more in-depth research of revenue and expenditure trends allows for a much more accurate budget to be developed and presented. Research into specific expenses and whether they are one time or continuing, and whether they are being recorded to the correct account, leads to improved budget requests and management. The same goes for revenue, and having a deeper ability to more accurately forecast revenue across all funds by better understanding the flow of various revenue stream and their relative cyclicity.

The FY 2022-23 budget document is more comprehensive, and the continued improvements will help the organization operate more efficiently. In addition, subsequent strategic planning goals will be more fully incorporated into the budget development process. This in turn will improve organizational effectiveness.

Ultimately, the five year process is designed to produce greater financial stability and promote fiscal responsibility. Fiscal sustainability can only be achieved when all parts of the organization are moving in the same direction and focused on achieving the same outcomes. Through a structured and strategic budget process, improvements can be made that will help fund essential operations while making these improvements part of the organizational culture.

The remaining pages of this budget message provide a discussion of General Fund revenue and expenditures, a focus on changes to Department staffing and operations, and an overview of major non-General Fund operations such as Transit, the Golf Course, and the City's two hotels. Extensive detail on department budgets, organizational charts, staffing levels, strategic plan goals, and other funds is presented in the budget document itself. In addition, an overview of the Capital Improvement Program (CIP) is included.

General Fund Revenue

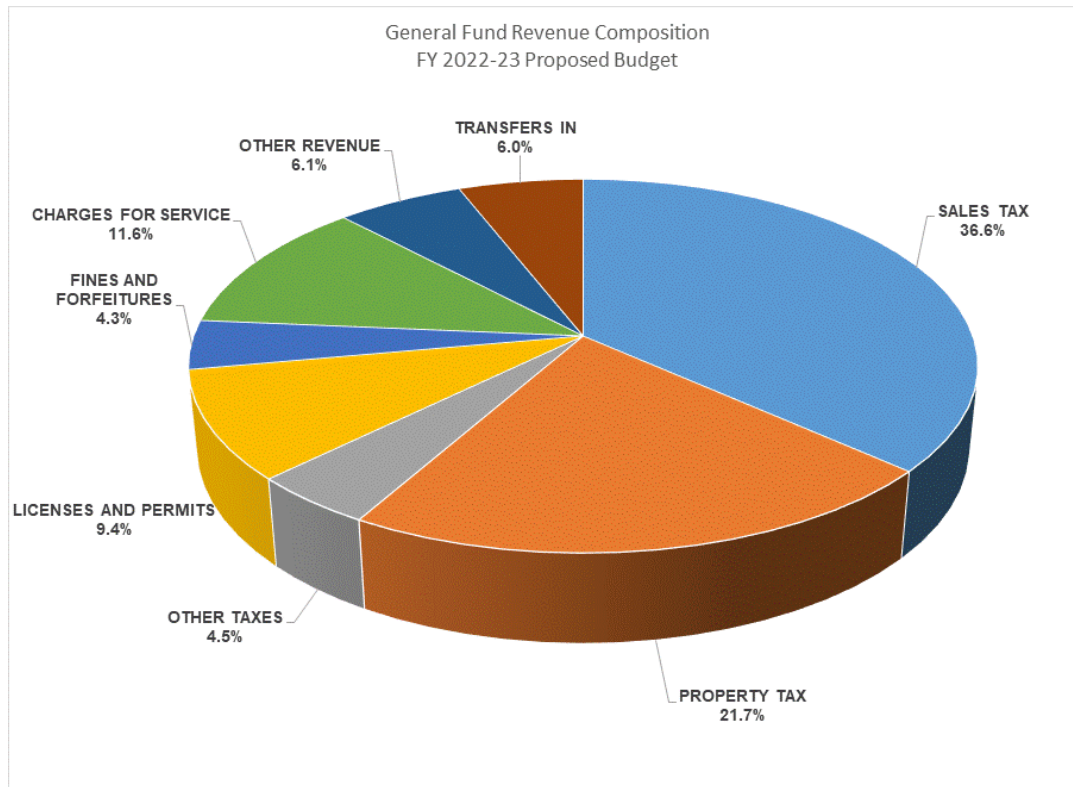
Total General Fund revenue is projected to be \$68,685,800, a \$6.967 million increase over the FY 2021-22 adopted budget. The table below shows the variances between the FY 2022-23 proposed budget and prior year budgets/actuals, by major revenue category:

	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 22-23 PROPOSED	Variance
SALES TAX	12,817,884	18,241,000	22,270,247	20,765,000	25,126,900	4,361,900
PROPERTY TAX	12,701,368	13,026,000	13,714,582	14,293,100	14,875,000	581,900
OTHER TAXES	2,732,921	2,871,000	2,793,180	2,773,000	3,070,000	297,000
LICENSES AND PERMITS	4,776,531	4,872,800	5,775,694	5,942,000	6,468,000	526,000
FINES AND FORFEITURES	2,186,401	2,600,000	2,301,787	2,250,000	2,920,000	670,000
CHARGES FOR SERVICE	6,066,829	7,020,300	6,105,784	7,291,850	7,945,800	653,950
OTHER REVENUE	3,334,783	2,770,000	10,996,196	4,304,200	4,180,100	(124,100)
TRANSFERS IN	3,987,540	4,300,000	3,570,002	4,100,000	4,100,000	-
	48,604,257	55,701,100	67,527,472	61,719,150	68,685,800	6,966,650

Sales tax grew most significantly of all major revenue categories (\$4.362 million). The projected uptick in sales tax revenue is based on the recovering economy, as the negative impacts from the pandemic continue to subside. The FY 2022-23 budget includes the third full year of Measure H revenue, and should more accurately reflect the expected amount as more data is available about this transaction and use tax source, which allows for more accurate forecasts.

Property Tax is also proving strong, with a 4.0% increase in Assessed Value, providing an additional \$581,900 in the proposed budget. Licenses and Permits forecast an increase, based on projected cannabis operations related receipts, as well as improved revenue collection efforts surrounding the City's business license program. Fine and Forfeitures is projected to increase vs. prior years as traffic and parking enforcement efforts are improved.

The pie chart below provides an overview of the various categories of General Fund revenue and their proportional slice of the revenue pie. Following the pie chart are detailed explanations of the major revenue categories, and highlights of the changes seen in the proposed FY 2022-23 budget.



Sales Tax

Sales tax accounts for 36.6% of total General Fund revenue. The City receives sales tax from three main sources: Bradley Burns 1% (20.9%), Measure H $\frac{3}{4}$ percent transaction and use tax (13.7%) and Monterey Park Marketplace sales tax sharing (1.9%). In total, Montebello is projected to receive \$25.127 million in revenue from all three sources combined (an increase of \$4.362 million over last year's adopted budget). The table below presents detail on these three important sources of sales tax revenue:

	2020-21 Actual	FY 21-22 ADOPTED BUDGET	FY 22-23 PROPOSED	Variance
Sales Tax	13,507,132	12,470,000	14,380,000	1,910,000
Tax-Monterey Park Marketplace	1,064,486	1,125,000	1,316,900	191,900
Sales Tax-Measure H	7,698,629	7,170,000	9,430,000	2,260,000
	22,270,247	20,765,000	25,126,900	4,361,900

The FY 2021-22 sales tax budget was developed during a period when various pandemic related restrictions were still in place. These restrictions had curtailed economic activity in FY 2020-21, and impacted the forecasted revenue for FY 2021-22. As the table above shows, revenue for FY 2020-21 came in higher than the adopted budget for FY 2021-22. Updated economic data has informed the sales tax projection for FY 2022-23, leading to a more positive forecast as pandemic related restrictions disappear and retail activity improves.

Measure H revenue alone is projected to be \$2.260 million higher than the FY 2021-22 adopted budget. This forecast reflects two primary forces: 1) the improved economy as businesses and retail activity “open back up;” and, 2) using two years of data to better forecast this transaction and use taxes’ behavior relative to overall sales tax activity.

Sales tax is the most important piece of the City’s General Fund budget, and FY 2022-23 forecasts are predicated on continued strength in the economy – nationally, regionally and locally. In addition, recent changes to tax law in California due to the *Wayfair vs. South Dakota Supreme* Court decision in 2018 have increased the amount of sales tax coming to Montebello via the County Pool. The County Pool records sales tax from on-line sales (as well as other non-point of sale transactions), and apportions it to cities in each county based on their relative share of total sales tax.

The pandemic changed buying behavior – more on-line transactions as people were forced to shelter in place – and this change in consumer behavior manifests itself in increased revenue from the county pool. Of all the major industry areas providing sales tax to Montebello, the share from the county pool shows the greatest area of continued strength in growth. This is not unique to Montebello, as all cities in California have gained additional sales tax income from the taxing of on-line activity and the overall growth in county pools.

Property Tax

The second largest share of General Fund revenue is from property tax: \$14,875,000, or 21.7% of General Fund revenue. The majority of property tax revenue comes from the “In-Lieu of VLF” source (\$7.928 million), which is a remnant of the “triple-flip” instituted in 2005 as part of the State’s effort to balance its budget. At the time, the state swapped vehicle license fee (VLF) revenue allocated to local agencies to help better fund K-12 education, and replaced VLF revenue with property tax. This source of revenue grows at generally the same rate as overall assessed value in the City (i.e., for FY 2022-23, that is a 4.0% growth rate from prior year projected actuals).

Montebello also receives traditional property tax from residential, commercial and industrial property owners. The City receives approximately nine cents out of every property tax dollar paid to the County of Los Angeles. Assessed value in the City is projected to increase 4.0% when compared to last year. This increase is close to the twenty year trend of year-over-year changes in assessed value, with that average at about 4.0%

Single Family Residential (SFR) median prices have increased significantly in recent years, averaging 7.0% annual growth between the first quarters of 2018 and 2022. The median SFR price in Montebello is \$710,000 (Quarter 1, 2022), a 6.2% increase from the same period in 2021. Full value sales have increased slightly in calendar year 2021 when comparing prior years (203 vs. 183).

Finally, the City is projected to receive \$1.050 million in residual property tax revenue. This is the flow of former tax increment from redevelopment project areas. Post redevelopment dissolution

(January, 2012), local agencies receive residual (i.e., left over) tax increment after various pass-through agreements and enforceable obligations are satisfied.

Franchise and Other Taxes

The City receives \$2.445 million in revenue from various franchise agreements. The two largest sources of franchise revenue are from Southern California Edison (SCE) and the various non-residential refuse/solid waste haulers. These two franchises account for \$1.600 million of total franchise revenue projected for FY 2022-23. Franchise revenue from cable providers and towing companies is projected to be flat or slightly higher when compared to the prior fiscal year.

As more households continue cutting the cord – moving away from traditional cable box services to streaming services such as Hulu, Disney+, Netflix, etc. – revenue from traditional cable operator franchisees will drop. Fewer traditional “over the top” (OTT) cable users equates to a flattening of franchise revenue from this source. This trend is not unique to Montebello, and can be seen across public agencies that receive revenue from traditional cable operators.

Montebello also receives transient occupancy tax (TOT) revenue – forecasted to be \$425,000 in FY 2022-23. Given the economic impacts of the coronavirus – and the specific negative impacts on travel related businesses – this revenue source will continue to be forecast conservatively. The three fiscal years prior to the pandemic saw TOT averaging \$412,000 per year. But FY 2019-20 saw it drop to \$376,424, with FY 2020-21 coming in even lower at \$223,620. The FY 2022-23 budget for TOT is tempered, anticipating a slight improvement from the “pandemic years.”

Another source of “other taxes” revenue that has seen an increase despite the recessionary impacts of the coronavirus is Property Transfer Tax. This revenue is generated each time a residential property is sold in Montebello. Property Transfer Tax revenue is forecasted at \$200,000 for FY 2022-23. Staff anticipates a continued strong real estate market, which should translate into increased property sales generating Property Transfer Tax.

Charges for Services

The City charges for various services based on City Council approved fee schedules and agreements, recouping the costs associated with providing the service. For FY 2022-23, a projected \$7.946 million in revenue will come from various charges for services: development agreements, facility rentals, electronic billboard agreements, radio frequency lease agreements, recreation classes, extended childcare programs, etc. It should be noted that recreation related revenue – classes, day camps, summer camps, sports leagues, etc. – was zero in FY 2020-21, with improvements seen in FY 2021-22. The pandemic required suspension of traditional community services programs and classes, which translated into no revenue being generated in this specific category two years ago. However, the easing of pandemic restrictions has led to an increase in this revenue for FY 2021-22, a trend that is anticipated to continue into FY 2022-23

Charges for Services is projected to be \$653,950 more than FY 2021-22. This projection is based on the assumption that regular, pre-pandemic community services programming and classes will

occur next fiscal year. Facility rentals, allowed to operate as in pre-pandemic years, will also restore revenue in this category.

The City is currently conducting a cost of services study to determine whether fees being charged are fully recovering the costs of providing those services. The last such study was completed in 2018, and best practice indicates such studies should be conducted once every three to five years. Improved cost recovery will benefit the City by adjusting the master fee schedule to better recover expenses related to staff time spent on various planning, community services, public works, building and related services. Depending on the timeline of when the study will be completed, additional license, permit and related revenue above what is currently anticipated could flow to the City in FY 2022-23.

Fines and Forfeitures

This category of revenue is projected to bring \$2.920 million in revenue for FY 2022-23, \$670,000 more than the FY 2021-22 adopted budget. The relatively large increase is due to the conservatively budgeted amounts in FY 2021-22 due to the unknown duration of negative impacts to this revenue stream caused by the pandemic. There are three primary sources of fines and forfeiture revenue: vehicle code fines, parking fines, and vehicle impound fees. Vehicle code fines are the single largest category of revenue in this group.

The pandemic saw two suspensions of street sweeping parking enforcement in FY 2020-21 in Montebello, leading to a significant drop in revenue during that fiscal year. Resumption of normal parking enforcement for all of FY 2021-22 resulted in a resumption of revenue in this area – something not fully anticipated when the budget was developed. In addition, three (3) part-time parking enforcement officers were added in FY 2021-22, augmented by a third party parking enforcement contractor, another unforeseen positive impact. The City has not previously had sufficient staff in this area to properly enforce parking regulations, and the additional resources will result in improved compliance.

In addition, moving violations, responsible for \$2.100 million in FY 2022-23 projected revenue, are anticipated to provide more revenue than prior years, especially when compared to the pandemic impacted fiscal years of 2020-21 and 2021-22 when fewer violation were issued and the Los Angeles County Superior Court showed greater leniency in dismissing or reducing penalties.

While only accounting for 4.3% of total General Fund revenue, this source does serve as an important deterrent to unsafe vehicle operations on Montebello's streets. Finance, working closely with Police Department staff, will continue to monitor the revenue trends of parking and moving violations, and will provide updated projections based on updated year-to-date information.

Other Revenue/Non-Operating Revenue

Montebello has a Property Tax Override (PTO) assessment that generates annual revenue utilized for paying all pension related costs. This property tax override has been in place since

1946, when Montebello residents first voted to approve the parcel tax. This voter approved tax can only be utilized to pay for pension related costs (i.e., California Public Employee Retirement System, PERS). The City annually uses this revenue to pay the Unfunded Actuarial Liability (UAL) and Normal Cost expenses associated with the City's contract with PERS to provide retirement benefits to safety and miscellaneous employees. All General Fund related pension expenses due to PERS are paid for by utilizing the PTO revenue (the Transit Fund pays directly for PERS related costs of the Montebello Bus Lines operations).

The City utilizes the Non-Operating Transfer-In method to reimburse the General Fund for PERS related Normal Costs expenditures. For FY 2022-23, a \$3.800 million Transfer In has been budgeted for this purpose. Beginning in FY 2021-22, the majority of PTO revenue will be utilized to pay debt service on the Pension Obligation Bonds (POBs, Series 2020). In an effort to manage rising pension costs, the City issued POBs in June, 2020. The \$153.4 million in POBs wiped out the existing UAL (as of June 30, 2018). (More information on expected revenue and associated expenses can be found by reviewing the Fund 205, Retirement detail page in this budget book.)

The City will continue paying Normal Costs to PERS on a bi-weekly basis, as is standard for all public agency employers. The PTO revenue remaining after paying annual debt service will be used for this purpose. In addition, as subsequent actuarial valuations are completed by PERS, new UAL bases will be paid annually with available PTO. A portion of PERS costs – both UAL and Normal Cost – is paid for by the Transit Fund. A portion of debt service on the Series 2020 POBs will be paid utilizing PTO. The 2017-18 cost allocation plan study determined that Transit is responsible for 27% of pension related costs. Transit will continue paying this share of retirement costs, in the form of debt service, as well as any new UAL created with future PERS actuarial studies and the full share of normal costs associated with transit operations.

The largest increase in the "Other Revenue" category in FY 2022-23 is from the Administrative Overhead charge. The updated 2022 cost allocation plan provides a basis for reimbursing the General Fund for administrative and overhead support provided to various special revenue and enterprise funds (i.e., Gas Tax, Transit, Golf Course, Hotels, Local Return Funds, etc.). The amount established by this plan is updated annually based on the average increase to salary and benefit costs. Staff reviews each of the charges and adjusts them as necessary to ensure the General Fund is properly reimbursed for the internal support provided by Finance, Human Resources, City Clerk, Information Technology and related functions to these non-General Fund operations.

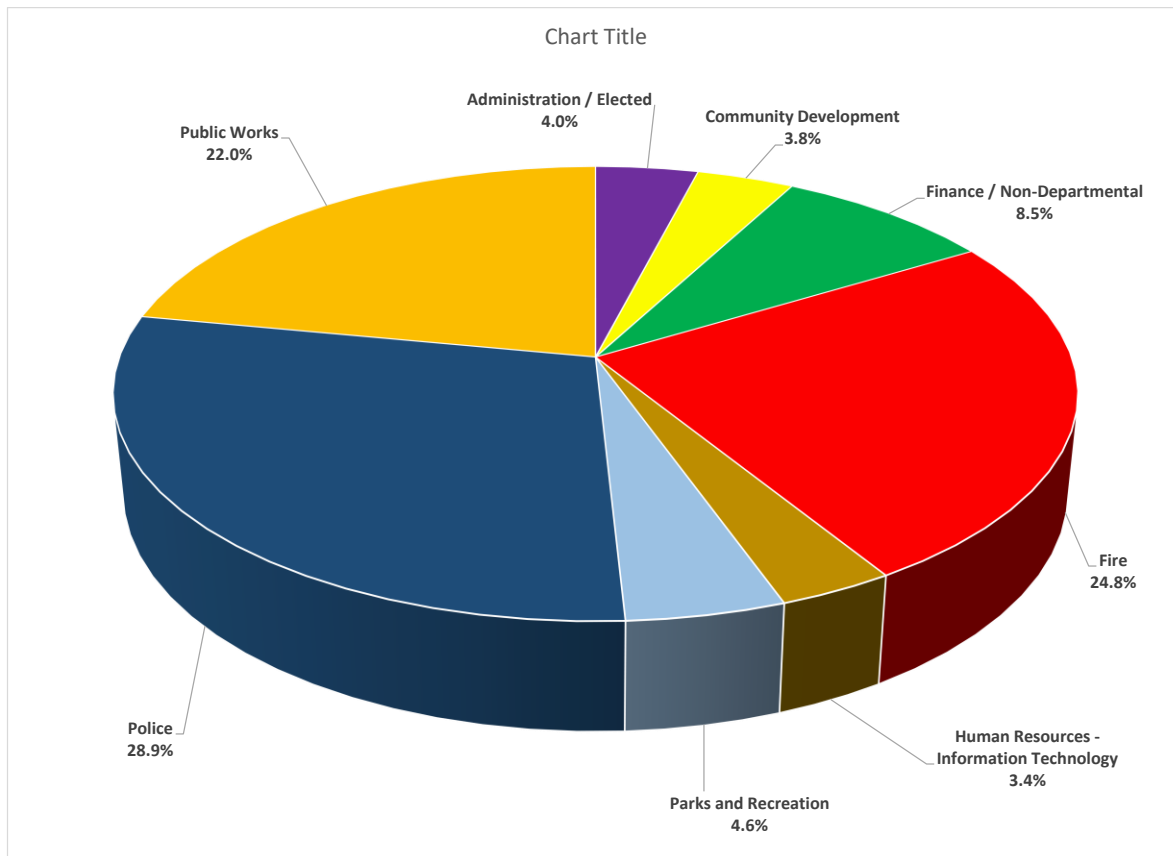
This improved cost allocation – a pillar of the many budgeting improvements being made to provide long-term financial stability to Montello – provides \$2.912 million in non-operating revenue to the General Fund. Finance staff will continue to review operations and find more opportunities to properly charge support staff salary and benefit costs to non-General Fund operations.

General Fund Expenditures

The City of Montebello is a full-service city, providing Police, Fire, Public Works, Parks and Recreation, Transit and various building, planning and internal support functions (i.e., Finance, Human Resources, Information Technology, etc.) to the community. The total FY 2022-23 General Fund expenditures budget that supports day-to-day functions is \$67,990,100, a \$6.581 million increase over the FY 2022-23 adopted budget. The table below provides a department level view of expenditures for FY 2022-23, with comparisons to prior year budgets and actuals:

	FY 2019-20 Actuals	FY 2020-21 Adopted Budget	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	FY 2022-23 PROPOSED BUDGET
Administration	2,392,931	2,184,400	2,473,138	2,354,400	2,736,200
Community Development	1,612,140	2,140,800	1,752,274	2,489,820	2,602,450
Finance	2,227,568	2,158,800	2,201,468	2,130,300	2,648,900
Fire	15,114,996	13,690,200	15,310,306	15,814,270	16,887,400
Human Resources and Information Technology	1,239,180	1,312,200	1,742,602	1,928,000	2,298,300
Parks & Recreation	4,472,874	4,467,100	5,078,363	5,361,550	3,140,600
Police	19,223,841	18,989,500	18,916,427	18,818,950	19,611,000
Public Works	8,865,983	8,329,500	9,998,328	9,512,600	14,906,750
Non-Departmental	4,625,043	2,409,000	11,912,014	2,998,800	3,158,500
	59,774,556	55,681,500	69,384,920	61,408,690	67,990,100

Police comprises 28.9% of the General Fund budget, with Fire making up 24.8%. The remaining 46.3% of General Fund appropriations will be committed to planning, building, community services, engineering, payroll, human resources, risk management, landscape maintenance, payroll, accounting, code enforcement and other essential services. The pie chart below shows the relative percentage each Department comprises of the General Fund budget:



Management committed to “zero-based budgeting” beginning with the adopted FY 2020-21 budget. This effort is aimed at right-sizing the budget, aligning ongoing revenues with ongoing expenditures, and creating a solid base upon which to build future budgets. This effort was short-circuited somewhat due to the coronavirus pandemic – necessitating an abbreviated budget process for FY 2020-21. However, significant progress was made in cleaning up the General Fund budget and working with Departments to utilize prior year spending data to create a sustainable and better aligned budget for subsequent years. As discussed above, progress is being made in the five year budget development improvement process, with the FY 2022-23 proposed budget utilizing improve trend data to more accurately reflect priorities and expense needs.

The long-term goal is to annually provide consistent, essential services to Montebello’s residents, visitors and businesses in a fiscally responsible manner. Consistently preparing and presenting balanced budgets is step one towards fiscal sustainability, and a key part of the five year budget development improvement plan. Hence, the importance of creating a permanent culture of fiscal responsibility that permeates the organization and sustains efforts towards the long-term goal of achieving financial sustainability.

The 10.7% increase in appropriations in FY 2022-23 vs. FY 2021-22 encompasses many changes. With salary and benefits comprising 62.2% of the General Fund budget, any changes made in this category will have the greatest impact on expenditures. Maintenance and Operations

comprises 34.5%, and Debt and Lease Payments make up the remaining 3.3% of the adopted General Fund budget:

	2022-23 PROPOSED BUDGET	
		% of Budget
Salary and Benefits	42,263,300	62.2%
Maintenance Operations	23,454,500	34.5%
Debt and Lease Payments	2,272,300	3.3%
	67,990,100	100%

The paragraphs below provide an overview of the major spending categories in the General Fund, followed by a discussion of key initiatives and operational changes throughout the organization, focusing on certain Departments and the budget variances from prior years.

Salary and Benefits

The Salaries and Benefits category is comprised of wages paid to full-time and part-time employees, overtime, health related benefits (health insurance, vision and dental plans, life insurance, etc.), PERS related retirement expenditures, retiree medical expenses (Other Post Employment Benefits [OPEB]), and related employee fringe benefit costs (e.g., certification and education incentive pay, longevity pay, etc.). This entire category comprises 62.2% of the General Fund budget, or \$42,263,300. This represents a \$3.240 million increase over the FY 2021-22 adopted budget (8.3%).

The majority of this increase is in the regular salaries category: \$1.709 million. There are several reasons for this increase in regular (i.e., full-time) salaries: filling vacancies, adding needed positions across the organization, and primarily wage increases from recently approved Memoranda of Understanding (MOU) with the City's labor groups. These MOUs, successors to the MOUs which expired in December 2021, incorporate the salary adjustment results from the first comprehensive classification and compensation study conducted in Montebello.

This "class and comp study" found the majority of positions (83%) in the organization were below market rates. Over an eighteen month period, Human Resources staff worked closely with every labor group to explain the methodology and outcomes of the study. The updated MOUs implemented the classification and compensation study recommendations, with all positions reaching market pay levels in less than three years. In addition, several outdated job classifications (i.e., "Clerk/Typist") were updated to reflect modern working titles (i.e., "Administrative Assistant").

Over the past three years, management has conducted a rigorous, organization-wide review of operations. Each Department has been charged with reviewing how they provide service – to external and internal customers – and designing a table of organization that can efficiently and effectively provide a full-range of services, and expanding services to meet resident demand and City Council priorities where required. This review has often led to the need to add key positions, filling long-vacant positions, and making other staffing adjustments to each department.

The proposed FY 2022-23 budget presents a net increase of 43.0 full-time equivalent positions, the majority of these (30.0) added to the Transit Department. The table below shows the annual net changes, by department for the past four years:

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2022-22 AMENDED	FY 2022-23 PROPOSED	Variance
Administration	6.0	8.0	8.0	8.0	8.0	0.0
Community Development	12.0	19.0	21.0	21.0	20.0	-1.0
Finance	19.0	20.0	21.0	21.0	22.0	1.0
Fire	59.0	70.0	73.0	76.0	76.0	0.0
Human Resources - Information Technology	12.0	12.0	14.0	14.0	16.0	2.0
Parks and Recreation	21.0	20.0	21.0	21.0	11.0	-10.0
Police	101.0	102.0	102.0	102.0	102.0	0.0
Public Works	12.0	21.0	23.0	25.0	46.0	21.0
Transit	170.0	182.0	199.0	204.0	234.0	30.0
	412.0	454.0	482.0	492.0	535.0	43.0

Over the last four fiscal years (FY 2022-23 included), key positions have been added in the areas of public safety, homeless assistance, public information, engineering, budget analysis and community beautification: Code Enforcement Officers, Fire Captain, Firefighter/Paramedic Trainee, Social Worker and Caseworker, Assistant Engineer, Public Information Officer, Senior Management Analyst, etc.. In other areas, staff were moved from Golf Course operations to Public Works, increasing the number of Maintenance Workers dedicated to keeping city streets and rights of way looking their best. There were increases to Transit operations that allowed for improved administration and management of operations, vehicle maintenance and financial management, as well as the proposed addition of 30.0 full-time Bus Operators for FY 2022-23 as part of a City Council approved Transit Staffing Plan.

The changes to staffing presented above encompass the organizational change of moving three operations from Community Development and Parks and Recreation into the Public Works Department: Building Safety, Facilities Maintenance and Parks Maintenance. Reductions in those departments is responsible for the net increase of 21.0 FTE in Public Works, in addition to new positions added to Public Works.

For FY 2022-23, the proposed FTE additions are the following, listed by department with descriptions of their function:

DEPARTMENT	POSITION	DESCRIPTION
Fire	Battalion Chief	Administer all department Training
	Telecommunications Technician	Radio network assistance
Parks and Recreation	Community Services Supervisor	Additional layer of supervision between Coordinators - Director
Public Works	Public Works Manager	Additional supervision to assist Deputy Director and Superintendent
	Assistant Director	Building Official
	Principal Engineer	Additional professional engineering assistance and project oversight
	Electrician	Provide trade skills to Facilities Division
	Plumber	Provide trade skills to Facilities Division
Community Development	Economic Development Manager	Expanding economic development program
	Parking Control Officer	Improve ability to recruit/retain; offset with reduction in part-time budget
Human Resources - Information Technology	Assistant Director	Additional management support
	Human Resources Analyst	Assist with Transit related recruitments
Transit	Sr. Management Analyst	Assist with customer service
	Management Analyst	Provide Vehicle performance oversight
	Bus Operator	Adding 30 positions
	Building Maintenance Tradeworker	Transit corporate yard specific facility needs
Police	Crime Analyst	Provide necessary citywide crime analytics and support

In addition to much needed additions to staffing, salary costs have increased with wage adjustments approved with negotiated Memoranda of Understanding (MOU) with all safety and non-safety labor groups. As explained above, these newly approved MOUs incorporate salary adjustments from the classification and compensation study. Depending on the job classification, the actual wage adjustment would vary. This is due to the fact that each job classification was compared to a similar or identical job classification across seventeen comparator cities in Southern California. This research is what determined the market rate for every job classification in the City; and what eventually led to successful MOU negotiations with 8 out of the 10 labor groups in the City.

The full fiscal year impact of these various wage adjustments, by position, is included in the proposed FY 2022-23 budget. In addition, allowances in projected salary costs were included for anticipated step increases, assuming satisfactory job performance/merit reviews for employees. The overall impact of the compensation adjustments due to the study account for 60% of the \$1.709 million in year-over-year regular salary increases. The remaining increase in this expense category is due to additional positions being proposed, assumptions for annual merit increases, and allowances for filling vacant positions in Public Works, Police and Fire (i.e., Police Officer, Police Dispatcher, Firefighter, Maintenance Worker, Management Analyst, etc.).

Salary and Benefit budgets also incorporate increased PERS costs, associated with higher employer rates. However, as part of previously negotiated MOUs, the complete phase-out of employer paid employee retirement costs occurred by January 2021 – reducing the pension burden on the City with employees picking up their full share (either 8% or 9% for Classic

employees, with new PERS members always having picked up their full share of 6.25%). Furthermore, public safety employees agreed to pay a 12% rate – picking up the full 9% employee share plus 3% of the employer rate. The 2022-23 fiscal year budget shows the continued positive impact from employees paying their full share of retirement costs.

Also related to PERS is the May, 2020 issuance of \$153.4 million in Pension Obligation Bonds (POBs). The issuance of these bonds allowed the City to fully extinguish its Unfunded Accrued Liability (UAL) for both miscellaneous and safety retirement plans with PERS (based on the June 30, 2018 actuarial valuation report). The City has levied a pension tax override since 1946 when first approved by Montebello voters. The revenue from this property tax can only be used to pay for retirement related expenses.

The City tracks this revenue in a separate special revenue fund (Retirement Fund 205). Annual lump-sum UAL payments would be made in July utilizing these Fund 205 resources. Ongoing, bi-weekly normal costs expenses would be reimbursed on a quarterly reconciliation basis, utilizing a transfer out/in from Fund 205 to the General Fund. The Transit Fund (600) pays for its share of miscellaneous PERS expenses – both UAL and normal costs.

The City's lump-sum UAL payment are vastly reduced for July 2022 (FY 2022-23). Bi-weekly normal costs expenditures will still be recorded – paying for current employees and their actuarially determined costs. The bulk of the pension tax override revenue will be utilized for debt service on the \$153.4 million in POBs over the next thirty-five years.

The combination of employees paying their full share of retirement costs coupled with lower overall normal costs as non-classic (i.e., PEPPRA) employees make up a larger overall share of total employees, has led to a reduction in retirement expenditures. Estimated PERS employer costs for FY 2022-23 are \$3,174,500. The bulk of this savings is from the “employee pickup” category, as the City is no longer responsible for paying for all or a portion of the employee share. It should be noted that this expenses was \$1.047 million in FY 2018-19, and was reduced to \$103,528 in FY 2020-21, the final fiscal year where the City was responsible for the employee share of retirement costs.

Another large, positive impact to Salary and Benefit expenditures is the continuation and refinement of cost allocation throughout the organization. This standard practice of charging payroll costs to non-General Fund sources was initiated with the FY 2020-21 budget. For example, a significant portion of Public Works staff involved in project management and engineering are now appropriately charged to non-General Fund sources such as Local Return Funds (i.e., Measure M, Proposition C, etc.) and Federal/State grants. This effort also included staff in Administration, Finance and Community Development charging time to the Montebello Hills project, and Finance and Human Resources – Information Technology staff being charged to the Transit fund – reducing the overall impact of payroll costs on the General Fund.

The initial cost allocation efforts that began in FY 2020-21 are continued – and improved upon – in the FY 2022-23 budget. With additional operational data available, a larger share of certain

positions can now be charged to Transit and Local Return Funds. In addition, a larger selection of employees can be cost allocated.

Another change first initiated with the FY 2020-21 adopted budget that enhanced transparency and presented more accurate operating budgets for each Department is the movement of Other Post Employment Benefit (OPEB) charges to a Non-Departmental account. The City provides retirees – based on years of service and bargaining unit at the time of retirement – monthly health benefit cost reimbursement. Prior year budgets included these costs in each department, inflating operating budgets (most acutely in Police and Fire) based on the final department an employee worked for prior to retirement. The FY 2022-23 budget includes appropriations for OPEB expenses, but continues to record them in Non-Department accounts, providing a truer picture of what daily operating expense needs are for each operating department.

Maintenance and Operations

The Maintenance and Operations category comprises 34.5% of the FY 2022-23 General Fund budget (\$23,454,500). This broad category provides funding for office supplies, personal protective equipment for Fire personnel, professional engineering services, auditing, grant writing and legislative advocacy services across the organization, contract landscape and tree maintenance services, computer software and hardware purchases, street sweeping, utilities (e.g., electricity, gas, water, cell phones), custodial services, facility repair and maintenance, contract community services instructor payments, vehicle maintenance and repair services and many other expenses that provide the programs and services that Montebello residents enjoy.

This category is increasing \$3.769 million (19.1%) when compared to the FY 2021-22 adopted budget. The majority of this increase comes from the various Contract Services accounts, accounting for \$2.117 million of this increase. There is a schedule included in the budget book that provides a description of the majority of these contract services expenses, by department.

There are notable changes in the following Department's budgets year over year:

Administration: The net year-over-year increase is \$381,800, with the largest single increase related to the 2022 election (\$200,000 included in the City Clerk budget). There are also additional expenses to improve the City's record retention efforts, training on various election laws, and increased appropriations aimed at a local "get out the vote" effort.

Fire: The \$1,073,130 increase from last year is spread across all divisions, with the largest increase in the Suppression Division (\$706,250). There is an increase in salaries (\$300,000) related to updated MOUs, \$136,000 in supplemental equipment purchases, and proper budgeting for a part-time (i.e., retired annuitant) Heavy Equipment Mechanic. The Administration Division is increasing due to additional MCAP related salaries and a supplemental vehicle purchase.

Human Resources – Information Technology: The \$370,300 increase is split between Human Resources (supply supplemental requests for employee engagement and orientation events and an Assistant Director position) and Information Technology (full year budgeting of 3.0 FTE).

Parks and Recreation: As part of the re-organization moving Facilities and Parks Maintenance to Public Works, this department has a net decrease of \$2,220,950. Two whole divisions account for more than \$2.5 million in appropriations being move to Public Works. The Recreation Division will see a \$662,450 increase due to additional part-time wage expenses (i.e., expanded programming throughout the year) and supplemental requests for vehicle purchases and various equipment.

Public Works: There is a \$5.394 million increase, \$4.166 million from new operations moved into and/or created for FY 2022-23: Sewer Operations, Facilities, Building Safety and Parks Maintenance. In addition, there are several supplemental budget items added for FY 2022-23: \$150,000 for a litter abatement crew, \$345,000 for several new maintenance vehicles, \$15,000 for staff uniforms, and additional supplies across all divisions. In addition, there are new positions being added (see section above) and a priority on filling numerous vacant positions.

Several supplemental requests are included in the FY 2022-23 budget. The tables below provide a summary and detailed listing of the various supplemental items included in the proposed budget, separated by General Fund (\$938,800 in supplemental items) and non-General Fund items (\$905,500), for a total of \$1,844,300 in supplemental requests included in the proposed budget:

DEPARTMENT	GENERAL FUND AMOUNT
COMMUNITY DEVELOPMENT	55,500
FIRE	302,700
HUMAN RESOURCES - INFORMATION TECHNOLOGY	45,600
PARKS AND RECREATION	116,000
POLICE	59,000
PUBLIC WORKS	360,000
	938,800
DEPARTMENT	OTHER FUND AMOUNT
PARKS AND RECREATION	105,000
POLICE	700,500
PUBLIC WORKS	100,000
	905,500
	1,844,300

DEPARTMENT	AMOUNT	DETAILED DESCRIPTION
COMMUNITY DEVELOPMENT		
	\$ 6,000	Economic Development program related, additional travel needs for related conferences (i.e, ICSC, etc.)
	\$ 7,500	Economic Development program related, brochures for city promotion at various events
	\$ 42,000	Economic Development consultant, NaviRetail approved at 01/12/2022 City Council meeting
FIRE		
	\$ 56,400	Ford F150 for Fire Chief (replacement of 20+ year old vehicle)
	\$ 6,000	Station 57 PPE Dryer (replacement)
	\$ 50,000	SCBA equipment (initial request was \$100,000); ongoing replacement
	\$ 43,200	USAR classes, training materials, roof prop for Station 56
	\$ 27,000	Motorola radio technical training on products and systems
	\$ 10,000	Stove and exhaust fan for Station 57 (replacement)
	\$ 2,500	iPads for Engine Company inspectors
	\$ 14,000	Fire Prevention training for personnel
	\$ 93,600	Ford Utility Vehicles (x2) for Fire Marshall and Fire Inspector (replacement of 20+ year old vehicles)
HUMAN RESOURCES - INFORMATION TECHNOLOGY		
	\$ 43,600	Additional supplies budget for Street Fair, holiday, spring and halloween lunch, new hire lunch, employee recognition, wellness event
	\$ 2,000	Handouts for new employees (orientation)
PARKS AND RECREATION		
	\$ 45,000	Add'l Christmas tree section; stage expansion pieces; storage unit; soccer goals
	\$ 15,000	Utility Box beautification program
	\$ 56,000	Ford transit passenger wagon (excursions, senior center, total of 1)
	\$ 21,000	Community garden management agreement with LACGC (approved by City Council 02/09/2022), ongoing management expense
	\$ 84,000	Ford Escape SE (class programs etc between facilities + mail delivery, total of 2 vehicles)
POLICE		
	\$ 14,000	Traffic monitoring radar and software
	\$ 20,000	Organizational management systems software
	\$ 25,000	Communications center assessment (professional services agreement)
	\$ 121,000	SART equipment and training
	\$ 456,300	Patrol, Detective and Administration vehicles (total of 8)
	\$ 123,200	Detective vehicles (total of 3)
PUBLIC WORKS		
	\$ 5,000	Staff uniforms
	\$ 5,000	Staff uniforms
	\$ 5,000	Staff uniforms
	\$ 310,000	5 vehicles for Streets/Parks
	\$ 35,000	1 vehicle for Engineering
	\$ 360,000	
	\$ 938,800	<=GENERAL FUND M&O SUPPLEMENTALS
	\$ 905,500	<=NON-GENERAL FUND M&O SUPPLEMENTALS
	\$ 1,844,300	<=TOTAL M&O SUPPLEMENTALS

Many of the supplemental items are one-time, or semi-recurring in nature, such as vehicles, SCBA equipment (Fire), stage expansion pieces, management assessment studies, SART equipment (Police), and other related equipment/vehicle items. There are also items related to City Council strategic goals: new funding for expanding the City's economic development program.

Of the \$1,844,300 in supplemental items included across all funds, \$1,375,700 are one-time in nature. In other words, they are capital type equipment and/or vehicles with relatively long useful lives. While these items will need to be replaced eventually, the costs associated with acquisition do not need to be budgeted annually. The recurring items (i.e., uniforms, software licenses, etc.) total \$200,100 and will become permanently budgeted items. There is an additional \$268,500 in semi-recurring items (i.e., iPads, soccer goals, etc.) that have shorter "shelf-lives" than vehicles or other capital items, and budget will need to be provided for in subsequent budgets (but not annually).

As can be seen by the descriptions above, many of the supplemental items are necessary due to the former practice of delaying equipment and infrastructure repairs and upgrades. The FY 2022-23 budget represents the third year of playing "catch up" with the myriad deferred purchases. The majority of these supplemental equipment/vehicle items have been for the Fire Department. However, every operating department continues to identify unmet needs and such items will continue to be included in subsequent budgets.

Utilities related expenses (i.e., electricity, water, fuel for vehicles) are increasing \$276,000 over FY 2021-22. While there are significant projected reductions in electricity use at City Hall and Police Headquarters, these are offset by forecasted increases in other areas. Staff has focused more attention at analyzing annual trends and has adjusted electricity usage costs to better reflect actuals.

Vehicle Maintenance associated costs remain relatively flat compared to the prior year. The recent replacement of more than thirty vehicles in Police, Public Works, Code Enforcement and Parks and Recreation in the past two years has contributed to this trend. A newer fleet equates to lower maintenance costs, and improved service to residents. Staff is working on creating a long-term vehicle replacement plan that will ensure that essential public safety vehicles are replaced on a regular basis.

As noted above, there will be several new vehicles added to Police, Fire, Parks and Recreation and Public Works through the supplemental budget request process. The addition of these new vehicles should help keep vehicle maintenance costs from rising. Furthermore, City Council recently approved new vehicle maintenance contracts with Ford, Chevrolet and Tire Pros (all Montebello businesses), an additional step in better managing preventive maintenance costs.

There are annual Debt and Lease payments related to bond issuances (e.g., Series 2014ABC) and lease payments on equipment (e.g., Parks and Recreation vehicles, Public Works tractor, etc.) included in the FY 2022-23 budget. This category is realizing a reduction, as Police and Fire Radio lease payments have ended, contributing \$294,300 in savings in this category.

Capital Improvement Program

The proposed CIP budget for FY 2022-23 is \$18,681,382 and utilizes funding from Gas Tax, Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), and Federal grants (i.e., HSIPL) for a host of various projects.

The table below provides a high-level overview of CIP appropriations by fund:

Funding Source (Description / Fund Number)	FY 2022-23 Budget
Gas Tax (Fund 200)	2,740,000
Proposition A (Fund 210)	5,727,527
Proposition C (Fund 215)	1,672,255
Measure M (Fund 222)	1,748,500
Measure R (Fund 220)	1,866,553
Measure W (Fund 229)	920,000
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)	3,150,000
TDA-3 (Fund 223)	96,547
HSIP (Grant)	760,000
	18,681,382

Some of the projects that are part of the FY 2022-23 CIP budget are continued from prior years, as typically design, engineering and construction spans more than one fiscal year depending on the project. There are additional funds available in the various special funds that are not part of the \$18.681 million committed to the various projects. In other words, available fund balance exists that has not been committed to a particular project. The Director of Public Works will work with staff and the City Council to determine potential priority projects to which these unprogrammed funds can be obligated. Subsequent City Council action would appropriate the unprogrammed funds depending on decisions made about new or expanded CIP projects.

The budget amounts included in the FY 2022-23 CIP represent either new funding necessary to begin a project or prior year appropriations necessary to continue a previously approved project. Additional funding will be appropriated once FY 2021-22 is completed and encumbrances are carried over as part of the regular “year-end close” process. The carryover of open/active purchase orders will amend the FY 2022-23 budget for the various CIP projects with active work.

In addition, for the first time ever, Staff will present a formal carryover/re-appropriation agenda item to the City Council in October. This formal re-appropriation is a standard practice in other municipal agencies, and improves transparency while providing more accurate budgets for continuing CIP projects. This action is yet another improvement to the budget process and helps Montebello move towards fiscal stability and sustainability.

Citywide and Department Highlights

The FY 2022-23 budget includes various changes to individual Department budgets – adding staff and equipment, re-organizing divisions, etc. While basic services remain funded, there are

enhancements in different key areas. The General Fund budget for all departments is \$67,990,100, a \$6,581,410 increase over the FY 2021-22 adopted budget. The ability to continue funding all basic services, while providing for numerous unmet and deferred needs, is predicated on a concerted effort to right-size the City's budget coupled with improved revenue forecasts. The five-year budget development process developed to assist in these efforts is in year three (see section above for a more detailed discussion), providing additional research efforts to better refine and balance ongoing expenditures against ongoing revenues.

The table below shows each Department's proposed budget and the variance from the adopted FY 2021-22 budget (as well as comparative information for FY 2019-20 and FY 2020-21):

	2019-20 Actual	2020-21 Actuals	2021-22 Adopted Budget	2022-23 PROPOSED BUDGET	FY 22-23 VS. FY 21- 22 (Bud/Bud)
Administration / Elected	2,392,931	2,473,138	2,354,400	2,736,200	381,800
Community Development	1,612,140	1,752,274	2,489,820	2,602,450	112,630
Finance / Non-Departmental	6,852,611	14,113,482	5,129,100	5,807,400	678,300
Fire	15,114,996	15,310,306	15,814,270	16,887,400	1,073,130
Human Resources - Information Technology	1,239,180	1,742,602	1,928,000	2,298,300	370,300
Parks and Recreation	4,472,874	5,078,363	5,361,550	3,140,600	-2,220,950
Police	19,223,841	18,916,427	18,818,950	19,611,000	792,050
Public Works	8,865,983	9,998,328	9,512,600	14,906,750	5,394,150
	59,774,556	69,384,920	61,408,690	67,990,100	6,581,410

The paragraphs below provide brief highlights and a discussion of the major changes in each Department's budget for FY 2022-23.

Administration and Elected

Overall, the budgets for elected officials (City Council, City Treasurer, and City Clerk) and Administration increased a net \$292,500 from last fiscal year. The single largest increase is in the City Clerk's budget, with \$200,000 added for the 2022 General Election (i.e., estimated cost that will be paid to the County of Los Angeles for administering the consolidated election). In addition, the City Clerk's budget has additional expenses to assist with the improved records retention efforts begun over a year ago.

There is a \$91,500 reduction in the Community Promotion division. This is from two professional services agreements being completed: the update to the City's website and the citywide rebranding effort. While work continues on these projects, there is no need to provide budget in FY 2022-23, any unspent funds will be rolled over as part of the year-end encumbrance process.

As discussed above, improved cost allocation of salary and benefit costs has muted the overall impact of increased salaries in this Department due to the recently approved MOUs and operationalization of the classification and compensation study. Properly allocating these costs to the Transit fund represents the true citywide effort needed to manage an organization the size and scope of Montebello.

Community Development

The Community Development Departments' total budget of \$2,602,450 represents a \$112,630 increase over FY 2021-22. The majority of this increase is from adding much needed staff in the Code Enforcement Division, as well as the addition of a third-party contracted parking enforcement service. There is also an increase related to expansion of the City's economic development program – adding a full-time Economic Development Manager and related supplies, training and software aimed at improving the City's efforts in this area. The year-over-year increase is net of reductions from the movement of the Building Safety Division to Public Works.

The Administration Division is increasing \$129,900, primarily from the planned filling of two key vacancies: Senior Management Analyst and Management Analyst. These positions will assist with budget monitoring and with supporting other Department programs (i.e., CDBG, HOME, etc.).

The Department has reduced legal and professional services costs related to cannabis businesses. In coordination with Finance, improved efforts at billing and collecting have reduced the reliance on third-party consultants. Internal Finance and Community Development staff have successfully improved monitoring of cannabis business operations, which has led to increased revenue collection per existing development agreements and the municipal code.

Human Resources and Information Technology

The Human Resources and Information Technology budget is \$2,298,300, a \$370,300 increase over last year. This increase is a combination of adding staff and increasing supplies budgets.

The Information Technology function was folded into Human Resources during FY 2019-20 (previously part of Finance). The pandemic response – and the need for employees to work remotely – was an opportunity for the City to analyze the numerous information technology challenges it faces. In FY 2019-20, an information technology assessment was conducted. The results of this assessment, and the prioritization of projects to improve the city's information services, have been reviewed and prioritized.

Staff presented a preliminary "Information Technology Backbone Upgrade" project and budget overview during the FY 2021-22 budget development process. As part of the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) update provided to the City Council on September 1, 2021, Staff received direction to utilize a portion of the City's CSLFRF award on the backbone upgrade project.

The FY 2022-23 budget includes a separate non-General Fund capital project fund which will be used to track expenses related to the hardware, software and professional services necessary to modernize Montebello's information technology infrastructure. There is \$4.7 million budgeted for the first year of this project, which will be funded with CSLFRF revenue. The majority of these projected expenses (86%) are for hardware, licensing and software purchases. The other 14% is for professional services related to data center deployment, document management services, security event management, etc.

The table below outlines the five-year estimated cost for this essential project:

	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware	2,351,478	120,000	120,000	120,000	120,000
License	1,626,675	421,998	437,192	458,654	481,575
Professional Services	648,852	246,172	253,557	261,164	268,998
Software	149,734	112,512	118,137	124,044	130,246
Total	4,776,738	900,681	928,886	963,861	1,000,819

As for General Fund expenditures, the Human Resources function is proposing to add an Assistant Director position. Given the improved professionalism of the City's Human Resources function, coupled with the various recruiting, employee relations and related tasks, this position would improve overall operations in the Department. A Human Resources Analyst will also be added, funded 100% from the Transit Fund. This position will focus on Transit related recruitments, as that department looks to significantly increase the number of Bus Operators necessary to provide service.

There is also \$43,600 in supplies expenses for expanded employee engagement events: new employee orientation, employee appreciation lunches, etc. These engagement events are designed to further improve morale and professionalism across the organization, and are an approved use of public funds.

The \$102,800 increase in the Information Technology Division is primarily from the full-year budgeting of three full-time, in-house positions: an Information Services Manager and two Information Systems Analysts. These positions were added and recruited during FY 2021-22, and FY 2022-23 represents the first full year of salary and benefit impacts.

Parks and Recreation

The Parks and Recreation budget is decreasing by \$2,220,950, to \$3,140,600. This decrease is from the re-organization which is moving Facilities and Parks Maintenance to Public Works (see Public Works below for additional details). The Recreation Division is increasing by \$662,400 with the addition of a Community Services Supervisor, and budgeting for two vacancies being filled (Recreation Manager and Superintendent). There is also an increase to the part-time wage budget, accounting for the expansion of community programs throughout the year.

The Administration Division has a net decrease with the movement of the Deputy Director to Public Works. This position manages both Facilities and Park Maintenance, hence the shift out of Parks and Recreation.

As noted above, there are \$221,000 worth of supplemental requests in the FY 2022-23 Department budget. Slightly more than half (\$116,000) is General Fund: additional Christmas tree section for the City Hall tree, utility box beautification supplies, and a Ford Transit passenger wagon for excursions and senior center activities. The remaining supplemental items will be

funded with Measure A and AQMD funds – the community garden management agreement and two Ford Escape hybrid vehicles for general staff related tasks.

Police

The Police Department budget is \$19,611,000, a \$792,050 increase (4.2%) over the adopted FY 2021-22 budget. There are increases to the Patrol, Support Services and Records Divisions. These increases are offset by year-over-year reductions in Administration and Investigative Services. None of the decreases impact service or staffing levels. As Staff gains a greater appreciation for spending patterns – in salaries and maintenance and operations – refinements to budgets can be made which better reflect actual expenses. This is yet another by-product of the research being done as part of the five year budget development improvement process.

The majority of the increases come from salary changes due to recently approved MOUs and the operationalization of the classification and compensation study (as discussed above). The Patrol division is impacted the most from the MOU adjustments, with full-time regular salaries increasing \$250,000 vs. FY 2021-22. In addition, improved efforts at tracking part-time “Police Trainees” (i.e., civilians in the police academy working to become police officers) has increased part-time salaries by \$69,000. This is one of the many improvements to budgeting that help reflect more accurately projected expenses in a fiscal year.

Traffic Division regular salaries are increasing \$57,300 over the prior year, forecasting the addition of one motor officer. Support Services Division salaries are up \$103,900 with the proper budgeting of support positions vs. splitting them between this division and Administration. There is also a \$225,000 in additional part-time funding to better reflect the actual use of various part-time support staff in the Department. These increases are offset by a \$325,000 decrease in salaries in the Investigative Services Division. This decrease does not impact staffing, it reflects a better understanding of actual salary trends, based on improved tracking and forecasting.

The Police Department budget includes \$759,500 in supplemental requests, \$59,000 of which is accounted for in the General Fund. The General Fund supplemental items are for traffic monitoring software, organizational management software, and a communications center assessment. The remaining supplemental requests are vehicles (a total of 11, eight of which are patrol cars) and SART equipment. The use of Asset Forfeiture funds will pay for the majority of the vehicles and all of the SART equipment, with AQMD funds supplementing the acquisition of additional vehicles.

One position is proposed, a Crime Analyst to assist with modernizing the way in which basic response data is used to better inform deployment of resources. Most modern police departments have a dedicated position for this type of analysis, and adding a Crime Analyst will help improve service levels and reporting.

Fire

The FY 2022-23 budget of \$16,887,400 represents a \$1,073,130 increase over the FY 2021-22 adopted budget, a 6.8% year-over-year increase. About three-fourths of this increase is related

to various increases in the Suppression Division: salary and benefits costs and supplemental requests to replace aging and obsolete equipment and supplies.

Years of deferred facilities maintenance and delayed replacement of essential life-saving equipment has meant the necessity of funding numerous, large dollar supplemental requests for a third year in a row with the FY 2022-23 budget. Given the length of time during which various equipment and infrastructure needs were ignored, these types of large supplemental requests will likely continue for several years.

Overall, the Fire Department's budget has been enhanced by the inclusion of \$302,700 in supplemental Maintenance and Operations budget requests to meet the various deferred maintenance and delayed equipment replacement needs. Many of the expenditures being funded in the FY 2022-23 budget are not recurring; hence succeeding budgets will be reduced once certain equipment and maintenance needs are met.

The following essential items are included in the Department's FY 2021-22 budget:

\$	56,400	Ford F150 for Fire Chief (replacement of 20+ year old vehicle)
\$	6,000	Station 57 PPE Dryer (replacement)
\$	50,000	SCBA equipment (initial request was \$100,000); ongoing replacement
\$	43,200	USAR classes, training materials, roof prop for Station 56
\$	27,000	Motoral radio technical training on products and systems
\$	10,000	Stove and exhaust fan for Station 57 (replacement)
\$	2,500	iPads for Engine Company inspectors
\$	14,000	Fire Prevention training for personnel
\$	93,600	Ford Utility Vehicles (x2) for Fire Marshall and Fire Inspector (replacement of 20+ year old vehicles)

The Department is also proposing to add 2.0 FTE: Fire Battalion Chief and Telecommunications Technician. However, there will be two vacant positions deleted: Deputy Fire Marshall and Community Risk Reduction Coordinator. The updated staffing plan better reflects the true organizational need of the department. The Battalion Chief will oversee training and related functions, and the Telecommunications Technician will provide additional support for citywide radio and communication functions – to include Police and Transit as well as Fire.

Improving the tracking of overtime continues with the FY 2022-23 budget. Finance and Fire staff collaborated in FY 2020-21 to create a new account to track “constant staffing” overtime, which is different than “FLSA overtime.” Having this differentiation assists with improving management of staffing levels, and brings transparency to the different types of overtime required to maintain proper emergency response. The filling of vacant Firefighter and Fire Engineer positions has helped with maintaining overtime. The regular (i.e., non-constant staffing) overtime budget is \$1.3 million for FY 2022-23, representing a \$450,000 decrease from FY 2021-22. The Constant Staffing overtime budget is increasing by \$100,000. The net decrease of \$350,000 reflects a more accurate overtime budget as well as fewer vacancies in the Department.

Public Works

The FY 2022-23 budget places a greater focus on the Public Works Department. In fact, one could label this year's budget "The Year of Public Works" as a greater focus is placed on how to improve and enhance this essential department. A re-organization that began in FY 2021-22 is fully operationalized in this budget. Three divisions are moving into Public Works: Building Safety, Facilities Maintenance, and Parks Maintenance. Furthermore, the Sewer Maintenance and Stormwater Divisions are more accurately budgeted, reflecting updated needs in these two important areas.

The \$14,906,750 proposed budget for Public Works represents a \$5,394,150 increase. Of that amount, \$4.167 million is from moving new divisions into the Department, and fully funding other newly created divisions (i.e., Sewer Maintenance). There are also net increases due to the addition of key staff and the focus on filling long-time vacancies.

Of the \$360,000 in Maintenance and Operations supplemental requests included in the FY 2022-23 budget, \$345,000 is for much needed vehicles for maintenance staff:

\$	5,000	Staff uniforms
\$	5,000	Staff uniforms
\$	5,000	Staff uniforms
\$	310,000	5 vehicles for Streets/Parks
\$	35,000	1 vehicle for Engineering

As for staffing, the following positions are included in the proposed budget:

- Assistant Director
- Public Works Manager
- Principal Engineer
- Electrician
- Plumber

These positions will help the Department professionalize a range of services, and provide additional supervision and management support to various functions. For example, the Public Works Manager will assist the current Deputy Director and Superintendent manage Street, Parks and Facilities functions, providing an extra layer of supervision and management. The trades' positions of Electrician and Plumber will complement the City's current use of third-party contract services in these areas. Similar to the hybrid approach the City uses for information technology "help desk" services, having a combination of in-house vs. contract staff will improve response to facility needs and improve overall maintenance of City facilities.

A key addition to services is a weekend crew dedicated to bulky item pick-up and related maintenance. The "litter abatement crew" will be comprised of four (4.0) part-time Maintenance Workers and one (1.0) part-time Public Works Manager. The weekend response crew will add much needed service in this area, and free up existing full-time staff to focus on more pressing maintenance needs.

The increase to full-time regular salaries in the Streets Division reflects the goal of filling all ten (10.0) full-time Maintenance Worker positions. Overall, Public Works has been historically understaffed when compared to similar Public Works operations in other agencies. Focusing on filling vacancies, and complementing full-time staff with part-time employees will help bring staffing closer to industry standards. More analysis is needed to establish ideal staffing levels, but the budget increases to full and part-time salaries for FY 2022-23 will help improve service to the community.

In addition to salary increases, there is a large contract service increase for sewer maintenance. In FY 2021-22 the City entered into a contract with the County of Los Angeles to provide this service. A new division was created and the \$600,000 budgeted for these services is included for FY 2022-23. There was no adopted budget amount last fiscal year, as the contract was approved after July 1. This contract is for maintenance only, and the City still has a multi-million need for sewer infrastructure repair which remains unfunded. Staff is exploring establishing a dedicated funding source for capital and maintenance needs.

The Building Safety, Facilities and Parks Divisions generally reflect the same levels of budget as prior years. Further refinement of these Division budgets has occurred in FY 2022-23, with adjustments to supplies and equipment made as necessary. In addition, staff such as the Public Works Manager (full-time), Electrician and Plumber were added to these divisions for FY 2022-23.

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Proposition A, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.) that are utilized to fund daily operations. The FY 2022-23 proposed Transit budget -- excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) -- includes \$35.505 million in expenditures (an increase of \$1.187 million over FY 2021-22) balanced against \$51.284 in revenue (a \$21.905 million year-over-year increase).

The additional revenue for this year comes from two Federal sources, aimed at ameliorating the impacts of the coronavirus pandemic: the American Rescue Plan Act (ARPA) and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. These two one-time sources of revenue account for \$16.0 million of the \$51.284 million forecasted for FY 2022-23 (\$9.0 million in ARPA and \$7.0 million in CRRSA). This funding will help with daily operations, making up for lost fair revenue due to pandemic related bus line shut downs and lower ridership caused by various coronavirus related restrictions and impacts.

The table below provides an overview of actual expenditures and budgets from FY 2019-20 through FY 2022-23:

		2020-21 Adopted Budget	2020-21 Amended Budget	2020-21 Actual	2021-22 ADOPTED Budget	2022-23 PROPOSED BUDGET
	2019-20 Actual					
Transit Administration	7,305,313	6,705,100	7,049,675	8,756,403	9,956,050	11,232,950
Transit Operations	15,099,785	16,002,000	15,780,317	12,767,317	15,812,600	16,116,400
Metrolink Station	258,961	318,900	318,900	251,620	291,200	78,300
Corporate Shops	6,313,097	7,175,000	7,452,837	6,092,372	7,642,250	7,465,800
Capital Projects	1,787,852	-	-	2,933,748	-	-
Taylor Ranch	-	-	-	-	-	-
Prop C 5% Security	455,357	544,800	552,118	252,536	555,800	591,200
Bus Advertising	62,717	21,700	21,700	72,500	60,000	20,000
SYEP	8,035	10,000	10,000	-	-	-
ABM Facility Upgrades	-	-	-	-	-	-
Non-Departmental	380,252	-	-	8,562	-	-
COVID-19 Response	-	-	6,500,000	9,493,676	-	-
	31,671,369	30,777,500	37,685,547	40,628,734	34,317,900	35,504,650

The Administration Division projects an increase to full-time salaries. There are several reasons for this increase, the two primary being the improved cost allocation from the General Fund to the Transit Fund, and the realization of full year salary impacts from newly added administrative staff.

The Operations Division will see an increase as well – a combination of the addition of full-time Bus Operators coupled with higher fuel costs. There is a reduction in part-time budgets, as the operational model has changed to hire additional full-time bus operators to meet service needs. However, this is offset by an increase in the overtime budget, as vacancies remain and recruitment efforts continue to fill Bus Operator and other key positions.

The Corporate Shop Division will see a \$176,450 decrease vs. last year. There is a reduction in full-time salaries and contract services, with vehicle repair services and parts remaining flat when compared to FY 2021-22. As newer buses enter the fleet, the cost to maintain them decreases, hence related services and parts expenses tend to flatten.

In addition to the operating budget found in Fund 600, capital and equipment projects and purchases are also funded through grants and state funding. Additional detail can be found in this budget book on Transit Grant expenditures (Fund 270) and SB1/SGR projects (Fund 202). Each of those funds has its own dedicated budget schedule in the budget book, providing historical data on revenue and expenditures.

Conclusion

The Fiscal Year 2022-23 budget was prepared under more promising conditions, as the economic and social impacts of the global pandemic begin to wane since the spring of 2020. Revenue projections are more positive than last year. The addition of American Rescue Plan Act (ARPA) funding -- \$16.59 million between FY 2020-21 and FY 2021-22 – will provide needed funding to backfill lost revenue, improve vital technology services, and complete long-overdue repairs to the City's aging sewer system. Appropriation of \$4.7 million of these funds can be found in the "Information Technology Upgrades" capital project funds (Fund 325). These funds will help

update a woefully ancient and inadequate information technology infrastructure, providing improved security and efficiency once the project is completed.

The entire \$184.265 million spending plan provides appropriations across the full range of services that Montebello provides: fire, police, transit, public works, community services, planning, building, code enforcement, information technology, financial planning, homeless outreach, street improvements, recruitment, and so forth. There will be \$203.271 million in revenue from various sources to fund the myriad expenditures across all operations.

This budget provides expansion of certain services and programs, while continuing the process of modified zero-based budgeting that will place Montebello on sound financial footing. It represents the second year of a five year plan designed to achieve fiscal sustainability and create a culture of fiscal responsibility throughout the organization. Right-sizing the budget by re-evaluating prior methods by which budgets were built began with last year's budget development efforts. Future budgets will continue these efforts, providing for funding where appropriate while ensuring the City lives within it means and manages public funds responsibly and transparently all while meeting the needs of residents and responding to City Council strategic goals.

The myriad accomplishments of the past year, and the projects and programs planned and funded in the FY 2022-23 budget will help Montebello successfully begin its second century of incorporation. The efforts and positive strides forward will ensure the next 100 years see more successes and keep Montebello progressing forward.



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: **Award of Construction Contract for CP. #891 – Annual Concrete Repair Program Fiscal Year 2021-22**

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Award a construction contract for the Annual Concrete Repair Program Fiscal Year 2021-22 (C.P. # 891) in the amount of \$1,208,926 to CJ Concrete Construction, Inc.; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

As part of the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget, a total of \$350,000 was allotted for this project, with the following amounts 1) \$200,000 from Gas Tax (Fund 200), 2) \$46,547 of TDA-3 funds (Fund 223); and 3) \$103,453 of Measure R funds (Fund 222).

Additional funding in the amount of \$1,400,000 is included in the proposed Fiscal Year 2022-23 CIP Budget for this project, allocated to the following funds: 1) \$500,000 from Gas Tax, Fund 200; 2) \$400,000 from Measure R, Fund 220; and 3) \$500,000 from Road

**Award of Construction Contract for CP. #891 – Annual Concrete Repair Program
Fiscal Year 2021-22**

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Maintenance and Rehabilitation Act (SB1), Fund 201. The unspent funds from the FY 2021-22 adopted CIP budget will be carried over to FY 2022-23, and added to the new appropriations included in the FY 2022-23 CIP budget.

BACKGROUND

The Project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, and curb ramps citywide to meet ADA requirements.

On April 27, 2022, the City Council approved the plans and specifications and authorized the Public Works Department to advertise the project for public bidding.

The Notice Inviting Bids was published on May 10, 2022, in the local newspaper and the Green Sheet. The notice, plans and specifications were also posted on Planet Bids thru the City of Montebello's Website.

On May 26, 2022 at 11:00 AM, five (5) bids were received and opened publicly, as follows:

CJ Concrete Construction Inc.	\$1,208,926
Onyx Paving Co.	\$1,527,000
CT&T Concrete Paving, Inc.	\$1,673,640
AG Construction	\$1,751,094
Gentry General Engineering, Inc.	\$1,783,726

The bids were analyzed and CJ Concrete Construction Inc., was determined to be the lowest responsive and responsible bidder. Award of a construction contract to CJ Concrete Construction Inc. in the amount of \$1,208,926 is recommended.

The anticipated project schedule is as follows:

- | | |
|-------------------------|----------------|
| • Award of Contract | June 8, 2022 |
| • Start Construction | July 2022 |
| • Complete Construction | September 2022 |

ANALYSIS

The total amount allocated for this project in the Fiscal Year 2021-22 and 2022-23 CIP Budget is \$1,750,000. A Summary of the projected cost is as follows (combining unspent FY 2021-22 funding and new FY 2022-23 appropriations):

\$ 1,208,926.00	Construction Low Bid
\$ 181,338.90	Contingency (15%)
\$ 1,390,264.90	Total

**Award of Construction Contract for CP. #891 – Annual Concrete Repair Program
Fiscal Year 2021-22**

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ENVIRONMENTAL

On April 27, 2022, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the filing of the Notice of Exemption.

SUMMARY

Upon approval of the recommended actions, staff will execute the contract agreement with CJ Concrete Construction Inc. and coordinate the completion of the Project. Sufficient appropriations exist in various accounts – based on funding source – and the proposed FY 2022-23 CIP Budget. Therefore, no budget amendments are needed at this time.

ATTACHMENTS:

- A. Attachment A – Bid Summary
- B. Attachment B – Construction Contract Agreement, C.P. #891

 City of Montebello Department of Public Works 1600 W. Beverly Boulevard Montebello, CA 90640 (323) 887-4555													
BID SUMMARY Annual Conrete Repair Project FY 2021-2022 & 2022-2023													
CP 891 May 26, 2022													
				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5	
				CJ Concrete Construction, Inc		ONYX Paving Co, Inc.		CT&T Concrete Paving, Inc		AG Construction		Gentry General Engineering, Inc	
ITEM No.	BID ITEM	QTY.	UNITS	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Mobilization/ Demobilization (Not to exceed 5% of total contract Bid Items)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 68,000.00	\$ 68,000.00	\$ 82,000.00	\$ 82,000.00	\$ 65,000.00	\$ 65,000.00	\$ 14,100.00	\$ 14,100.00
2	Traffic Control (Not to exceed 5% of total contract Bid Items)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 72,648.00	\$ 72,648.00	\$ 82,000.00	\$ 82,000.00	\$ 65,000.00	\$ 65,000.00	\$ 86,000.00	\$ 86,000.00
3	Remove & Replace Existing Concrete Sidewalk	41710	SF	\$ 11.00	\$ 458,810.00	\$ 12.00	\$ 500,520.00	\$ 16.00	\$ 667,360.00	\$ 15.00	\$ 625,650.00	\$ 15.75	\$ 656,932.50
4	Remove & Remove Existing Concrete Driveway Approach	12776	SF	\$ 14.00	\$ 178,864.00	\$ 16.00	\$ 204,416.00	\$ 17.00	\$ 217,192.00	\$ 19.00	\$ 242,744.00	\$ 27.00	\$ 344,952.00
5	Remove & Replace existing Curb and Gutter	2466	LF	\$ 72.00	\$ 177,552.00	\$ 76.00	\$ 187,416.00	\$ 68.00	\$ 167,688.00	\$ 150.00	\$ 369,900.00	\$ 100.00	\$ 246,600.00
6	Reconstruct Existing Curb Drain	27	EA	\$ 500.00	\$ 13,500.00	\$ 1,000.00	\$ 27,000.00	\$ 400.00	\$ 10,800.00	\$ 1,200.00	\$ 32,400.00	\$ 583.00	\$ 15,741.00
7	Place ADA Truncated Dome Pad on Existing Curb Ramp	20	EA	\$ 800.00	\$ 16,000.00	\$ 2,000.00	\$ 40,000.00	\$ 1,670.00	\$ 33,400.00	\$ 770.00	\$ 15,400.00	\$ 1,000.00	\$ 20,000.00
8	Remove & Replace existing Curb Ramp	46	EA	\$ 5,700.00	\$ 262,200.00	\$ 7,500.00	\$ 345,000.00	\$ 7,200.00	\$ 331,200.00	\$ 5,500.00	\$ 253,000.00	\$ 6,900.00	\$ 317,400.00
9	Prune Tree Roots and Install Root Barriers – Allowance of \$42,000	1	LS	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
10	Remove Existing Tree – Allowance of \$40,000	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL BASE BID				\$ 1,208,926.00		\$ 1,527,000.00		\$ 1,673,640.00		\$ 1,751,094.00		\$ 1,783,725.50	

CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated June 8, 2022 for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and **CJ CONCRETE CONSTRUCTION, INC.** (“**CONTRACTOR**”) whose address is 10142 Shoemaker Avenue, Santa Fe Springs, CA 90670.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before 11:00 am on May 26, 2022 for the work of the **Annual Concrete Repair Program Fiscal Year 2021-222 (C.P. # 891)**, (“**PROJECT**”).

WHEREAS, on June 8, 2022, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications

8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of **One Million Two Hundred and Eight Thousand Nine Hundred Twenty-six Dollars (\$1,208,926)**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with Section 9 of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60)

days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **60** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type Class A or C-8 for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities

to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY 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 works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts,

may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

C. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Contract price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of **FIVE -HUNDRED DOLLARS (\$500)** as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: City Engineer

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO	CONTRACTOR
By: _____ Mayor	By: _____
Date: _____	Date: _____ _____
ATTEST: _____ City Clerk	By: _____
APPROVED AS TO FORM _____ City Attorney	Date: _____ _____

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT "B"
Faithful Performance Bond

FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same

shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in

an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

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: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approval of Amendment No. 1 to Agreement No. 3890 – Golf Course Management Services**

DATE: June 8, 2022

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3890 for Golf Course management services at the Montebello Golf Course with S&S Labarge Golf, Inc.; and
- 2) Authorize the City Manager to execute the Amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

All expenses incurred by utilizing S&S LaBarge Golf, Inc. for Golf Course management are recorded in the Golf Course Enterprise Fund (Fund 610). The additional, projected expenses are estimated not to exceed Sixty Thousand Dollars (\$60,000) for the remainder of the current fiscal year (through June 30, 2022). Staff plan to cover these expenses within the adopted Fiscal Year 2021-22 Golf Course Operations Budget and will not be requesting additional appropriations to the Golf Course Enterprise Fund at this time. The FY 2022-23 proposed budget includes sufficient funding for these services.

BACKGROUND / ANALYSIS

On June 9, 2021, City Council awarded a contract to S&S Labarge Golf, Inc., to provide golf management services at the Montebello Golf Course (Attachment "A"). The contract

Approval of Amendment No. 1 to Agreement No. 3890 – Golf Course Management Services

Page 2 of 2

is for an initial length of three (3) years, with an option to extend the contract for two (2) additional one-year terms.

Based on current invoices for staffing and supplies, staff is recommending to increase the annual not-to-exceed amount by an additional Sixty Thousand Dollars (\$60,000) for the remainder of the current contract term for a total annual not-to-exceed amount of Four Hundred Twenty Thousand Dollars (\$420,000). In order to pay outstanding invoices prior to the City Council meeting, a change order to the current purchase order was completed in the amount of \$20,000. The need for additional funding is due to an increase in staffing needed for the driving range, golf cart room, and golf pro shop. These facilities were previously operated by City staff and duties have now been taken on by S&S Labarge Golf, Inc.

SUMMARY

The City Council will consider approval of Amendment No. 1 to Agreement No. 3890 with S&S Labarge Golf, Inc. for Golf Course management services at the Montebello Golf Course increasing the annual not-to-exceed amount to Four Hundred Twenty Thousand Dollars (\$420,000), and authorize the City Manager to execute Amendment No. 1 attached hereto (Attachment “B”) in substantial form. No budget adjustment is needed for the current fiscal year, and sufficient funding is included in the proposed FY 2022-23 budget.

ATTACHMENTS

- A. Attachment A – Agreement No. 3890
- B. Attachment B – Amendment No. 1 to Agreement No. 3890

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3890 WITH S&S LABARGE GOLF, INC.

This Amendment No. 1 to the Professional Services Agreement No. 3890 ("Amendment No. 1"), is made and entered into this 8th day of June 2022, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and S&S Labarge Golf, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Golf Course Management Services dated June 9, 2021 No. 3890 ("Agreement"), pursuant to which City retained Consultant to provide services for Golf Management Services, as further described in the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the Agreement to revise the compensation due to needed increases in staffing at the Montebello Golf Course; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2 of the Agreement Services/Compensation is amended to read as follows:

"H. The entirety fo the compensation of the AGREEMENT shall not exceed Four Hundred Twenty Thousand Dollars (\$420,000) annually."

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

AMENDMENT NO. 1 TO AGREEMENT NO. 3890

Page 2 of 2

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

S&S LABARGE GOLF, INC.

René Bobadilla, City Manager

Stephen G. LaBarge, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City
Attorney

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3890
WITH S & S LABARGE GOLF, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 23, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY"), and S & S LaBarge Golf, Incorporated, (the "CONSULTANT"). CITY and 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 Golf Course operation and management services, including golf professional 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; and

WHEREAS, the principal representative is authorized to enter into this AGREEMENT on behalf of the CONSULTANT and the CONSULTANT is willing to perform such services under this AGREEMENT; and

WHEREAS, the CITY and the CONSULTANT enter into this Agreement for Golf Course management services; as described in the Scope of Services attached as Exhibit "A".

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

SECTION 1. DEFINITIONS.

As used in this Agreement, the following terms shall have the respective meanings indicated below:

Employee Compensation means the direct salaries and wages paid to or accruing for the benefit of the management staff and all other persons employed by the CONSULTANT at the Golf Course, together with all fringe benefits payable to or accruing for the benefit of such employees, including employer's contribution under the Federal Insurance Contributions Act ("FICA"), unemployment compensation, or other employment taxes, pension fund contributions, worker's compensation, group life and accident and health insurance premiums, profit sharing, retirement, disability and other similar benefits, as determined by the CONSULTANT.

Environmental Laws means all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to (i) the emission, discharge, release, or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; or (iii) the protection of human health, safety, or the indoor or outdoor environment, including, without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the

PROFESSIONAL SERVICES AGREEMENT NO. 3890

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Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto, all regulations promulgated thereunder, and their state or local statutory and regulatory counterparts.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers if provided, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, office equipment, computers, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course, other than Operating Inventory.

Golf Course Expenses means the total of:

- a. All expenses specifically Identified as "Golf Course Expenses" in Section 7 Expenses and elsewhere in this Agreement, and;
- b. All other expenses incurred by the CONSULTANT in connection with the Golf Course under this Agreement. To be a valid Golf Course Expense, all items must be included within the approved Operating Budget, except for emergency expenditures as described in Section 7. below, or must have prior written approval from the CITY Designee, which approval shall not be unreasonably withheld, and;
- c. Except as otherwise set forth herein, Golf Course Expenses shall not include any expenses of the CONSULTANT's corporate office, or any services rendered by the CONSULTANT's corporate offices for or to the Golf Course or the management thereof, or the compensation of any corporate or regional employee of the CONSULTANT.
- d. In order to qualify as a Golf Course Expense, the CONSULTANT must submit the requested expense to the CITY for its review and approval. Only those submitted expenses which are approved by the CITY shall qualify as a Golf Course Expense and subject to payment by the CITY.

Gross Revenues means all receipts related to or derived from the operation of the Golf Course from cash or credit transactions occurring during the Management Term, computed on an accrual basis, including, but not limited to:

- a. Guest fees;
- b. Charges for golf carts, clubs, or Furnishings and Equipment;
- c. Charges for any Green Fees or Driving Range Fees, Cart Rentals and Tournaments; and
- d. Services of any nature performed on, at, or from the Golf Course.

Gross Revenues shall not include:

- a. Deposits that are refunded at a later time;
- b. Applicable gross receipts taxes, admission, cabaret, excise, sales, and use taxes, or similar governmental charges collected directly from customers or their guests or as a part of the sales price of any goods or services;
- c. Service charges, which are defined to mean percentage gratuities added to billings as compensation to employees of the Golf Course;
- d. Proceeds of borrowings by the CITY;
- e. Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, to the extent such sums are used to remedy said loss;
- f. Any interest or investment income earned on distributed positive net cash flow to the CITY or the CONSULTANT pursuant to the terms of the Agreement;

PROFESSIONAL SERVICES AGREEMENT NO. 3890

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- g. Those fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction which are not paid by the golf professional to the Golf Course operation;
- h. Sale of capital assets;
- i. Bad debts;
- j. Amounts received from developers or other parties that were collected for a specific purpose not related to the operation of the Golf Course.

Hazardous Material means any solid, liquid, or gaseous substance, chemical, compound, product, byproduct, waste, or material that is or becomes regulated, defined or designated by any applicable federal, state, or local governmental authority or by any Environmental Law as hazardous, extremely hazardous, imminently hazardous, dangerous, or toxic, or as a pollutant or contaminant, and shall include, without limitation, asbestos, polychlorinated biphenyls, and oil, petroleum, petroleum products and petroleum byproducts.

Insurance Requirements means all requirements of each insurance policy, and all orders, rules, regulations and other requirements of the CITY, applicable to the Golf Course or the operation of the Golf Course.

Legal Requirements means all laws, statutes, ordinances, orders rules, regulations, permits, licenses, authorizations, directives and requirements of governments and governmental authorities, which now or hereafter may be applicable to the Golf Course or the operation of the Golf Course.

Operating Budget means the annual fiscal operating budget prepared by the CONSULTANT for the CITY review and approval that includes all forecasted revenues and expense of the Golf Course for the Operating Year.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including scorecards and cart tickets, driving range balls, golf Pro Shop merchandise, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and other similar items.

Operating Year means a twelve (12) month period during the term of this Agreement commencing on July 1 and continuing through and including the following June 30.

SECTION 2. SERVICES/COMPENSATION.

A. The CONSULTANT shall provide to the CITY the Services set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by this reference, and shall be compensated in accordance with the compensation schedule as set forth in **Exhibit "C"** attached hereto and incorporated by reference.

B. The CITY understands and hereby agrees that the services provided by the CONSULTANT under the AGREEMENT will be performed wholly by the CONSULTANT or Subconsultants of the CONSULTANT, as approved by the CITY, in its sole discretion.

C. The CITY agrees to cooperate with and to provide all necessary information and assistance to the CONSULTANT in order that the CONSULTANT may fulfill its obligations pursuant to this AGREEMENT.

PROFESSIONAL SERVICES AGREEMENT NO. 3890

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D. The CITY shall have certain obligations in course of AGREEMENT with the CONSULTANT set forth in the Obligations of the CITY attached hereto as **Exhibit "B"** and incorporated herein by this reference.

E. The CONSULTANT shall submit to the CITY an invoice, on a monthly basis or less frequently, for the services performed pursuant to this AGREEMENT. Each invoice shall itemize the services rendered and the amount due, including itemizing each Golf Course Expense. Within ten (10) days of receipt of each invoice, the CITY shall notify the CONSULTANT in writing of any disputed amounts included on the invoice. Within fifteen (15) calendar days of receipt of each invoice, the CITY shall pay all undisputed amounts included on the invoice.

F. The CITY does not warrant to contract exclusively with a single consultant to perform designated services.

G. Re-Opener Clause. The CITY agrees to a re-opener with CONSULTANT to negotiate CONSULTANT compensation as requested by CONSULTANT in writing.

H. The entirety of the compensation for this AGREEMENT shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000) annually.

SECTION 3. 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 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3890

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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. EXPENSES.

Golf Course Expenses shall include all operating expenses of the Golf Course incurred or paid on behalf of the CITY during the term of the AGREEMENT as approved by the CITY, computed on an accrual basis, including, but not limited to, the following items:

- a. Salaries, wages, employee benefits, and payroll expenses, including, without limitation, direct payroll service bureau fees (if any), payroll taxes, (collectively, the "Gross Payroll"), subject to the monthly review and approval by the CITY;
- b. Marketing, advertising, and promotional expenses;
- c. Purchase and replacement, as is reasonably necessary, of inventories of necessary pro shop, driving range or other necessary supplies;
- d. Purchase and replacement, as necessary, of office supplies, computers, printers, facsimile machines, photocopiers, postage, printing, routine office expenses, and accounting services incurred in the on-site operation of the Golf Course;
- e. The costs of Information Technology (IT), third-party consultants and other third-party consultants utilized for the Golf Course for hardware and software that is not owned by the CONSULTANT, subject to the review and approval of the CITY;
- f. Reasonable travel expenses of on-site employees incurred exclusively in connection with the business of the Golf Course; any travel expense which exceeds Two Hundred and 00/100 (\$200.00) Dollars, must have the CITY's prior approval before submitting the travel expense for payment;
- g. Accrual on the Golf Course balance sheet of a reserve for insurance (including workers' compensation) and property taxes each month in an amount or at a rate that is sufficient to pay such insurance premiums or property taxes when they become due and payable;
- h. Insurance premiums and property taxes;
- i. Accounts receivable previously included within Gross Revenues, to the extent they remain unpaid ninety (90) days after the first billing;

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- j. Auditing, accounting costs, non-proprietary software computer fees, and legal fees incurred in respect of the operation of the Golf Course, including any reasonable financial management and reasonable accounting fees paid to third party accounting firms, if included in the Operating Budget;
- k. Ordinary maintenance and repairs, exclusive of any Capital Improvement Projects or capital replacements, which are hereby excluded;
- l. All out-of-pocket expenses, as set forth in the approved Operating Budget incurred for the direct operation of the Golf Course. Out-of-pocket travel expenses for the CONSULTANT corporate personnel are not allowable Golf Course Expenses;
- m. All other customary and reasonable expenses incurred in the operation of the Golf Course in accordance with the Operating Budget and subject to the approval from the CITY; and
- n. It is agreed that if an emergency occurs which require funds not otherwise budgeted for, the CONSULTANT shall first attempt to contact the CITY to obtain prior approval for the emergency expenditure. If the CCONSULTANT is unable to contact the CITY, or circumstances require immediate action, then the CONSULTANT shall be authorized to make reasonable emergency expenditures which in the aggregate do not exceed the amount budgeted therefore in the annual fiscal budget. Provided that an emergency expenditure was justified, the line item in the annual fiscal budget shall be deemed increased by the amount of the emergency expenditures made by the CONSULTANT so that at all times, the line item amount will not impede upon funds for the normal operations of Golf Course as specified in the AGREEMENT.

The CITY shall not be liable to the CONSULTANT for any costs or expenses paid or incurred by the CONSULTANT in performing services for the CITY unless authorized in writing by the CITY's Designee, except for those as specifically set forth in the AGREEMENT. If any term or conditions conflict between this AGREEMENT and any proposal, the AGREEMENT shall take precedent.

SECTION 8. CITY DESIGNEE.

The CITY hereby designates the Director of Recreation & Community Services or his or her designee, to act as its representative for the performance of this AGREEMENT (the "CITY Designee"). The CITY Designee shall have the power to act on behalf of the CITY for all purposes under this AGREEMENT. The CONSULTANT shall not accept direction or orders from any person other than the CITY Designee or his or her designee.

SECTION 9. TERMINATION.

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

- a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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

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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 (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 10. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 11. 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 12. 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

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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 13. CAPITAL IMPROVEMENT PROJECT.

a. Any Capital Improvement Project involving an addition, alteration, repair, replacement, or rebuilding to the facility or renovation or refurbishing designed to upgrade or change the nature or image of the facility, the cost of which exceeds Five Thousand Dollars (\$5,000) shall be deemed to be a "Capital Improvement". Any Capital Improvement Project is in the CITY's sole control and discretion to approve subject to all State and local laws, ordinances, rules or regulations, and all costs and expenses of any Capital Improvement Project, if approved, shall be paid solely by the CITY. The parties acknowledge and agree that this AGREEMENT imposes no responsibilities or obligations on the part of the CONSULTANT with respect to any aspect of a Capital Improvement Project, including design, construction, or supervision. In the event the CITY desires the CONSULTANT to be involved in any capacity in a Capital Improvement Project, the parties will enter into a separate AGREEMENT setting forth the terms and conditions of such involvement.

SECTION 14. 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 15. 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 16. 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 17. 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:

- **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.

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

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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 full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 11 of this Agreement

SECTION 18. 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

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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 19. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 20. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 22. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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SECTION 23. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 24. NOTICE.

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

If to CITY:	City of Montebello
	Attn: René Bobadilla, City Manager
	1600 West Beverly Boulevard
	Montebello, CA 90640
	(323) 887-1200

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With a copy to: City of Montebello – Recreation & Community Services
Department
Attn: David Sosnowski, Director of Recreation and
Community Services
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4588
dsosnowski@cityofmontebello.com

If to Consultant: S & S LaBarge Golf, Inc.
Attn: Stephen G. LaBarge
10627 Old River School Road
Downey, CA 90241

SECTION 25. 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 26. 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 27. 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]

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("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

S & S LABARGE GOLF, INC.



René Bobadilla, City Manager



Stephen G. LaBarge, Owner

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Obligations of City
- Exhibit C – Schedule of Compensation
- Exhibit D – Courtesy Golf Privileges and Use of Carts
- Exhibit E – Weekly Golf Course Maintenance Report

Exhibit "A"

Scope of Services

GOLF COURSE MANAGEMENT SERVICES

A. MANAGEMENT OF THE GOLF COURSE BY CONSULTANT

1. The CITY hereby contracts with the CONSULTANT during the term of this AGREEMENT, to manage and operate the Golf Course pursuant to the terms of this AGREEMENT, and the CONSULTANT agrees it shall manage and operate the Golf Course in such manner. Subject to the terms of this AGREEMENT and further subject to the approved Operating Budget, the CONSULTANT shall have authority and responsibility to execute the services outlined herein. The CITY agrees it shall cooperate with the CONSULTANT to permit and assist the CONSULTANT to carry out its duties under this AGREEMENT.
2. Operations: The CONSULTANT shall implement the policies and standards for the Golf Course as determined by the CITY. The CONSULTANT shall manage and supervise all day-to-day operations of the Golf Course including starting, course marshals, pro shop, and administration/management. The CONSULTANT will assure that the starter area will be staffed during all hours of operation for the convenience of golfers and patrons and in accordance with accepted standard practices to the full satisfaction of the CITY. The CONSULTANT will maintain a complete starter sheet for each day of operation. CONSULTANT will schedule reservations, tournaments, concessions, and leagues, mail contracts, collect deposits, and coordinate all golf play and Pro Shop.
3. Cleanliness: The CONSULTANT shall keep the managed premises clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health shall be permitted to remain thereon, and the CONSULTANT shall prevent any such matter or material from being or accumulating upon said premises. The CITY shall furnish all equipment and materials necessary to perform the functions required.
4. Conduct: The CONSULTANT shall at all times conduct his business in a quiet and orderly manner to the satisfaction of the CITY.
5. Disorderly Persons: The CONSULTANT shall use his or her best efforts to prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or about the Golf Course and managed premises and will call upon the aid of peace officers to assist in maintaining peaceful conditions.
6. Amplified Music: Amplified music is allowed only at the back holes for tournament bookings of the entire Golf Course. The CITY reserves the right to require tournament sponsors to reduce the volume of amplified music if complaints are received from other tournament players or residents.

7. Furnishing, Equipment, and Operating Inventory: The CONSULTANT shall provide and install all equipment, furnishings, and materials necessary to the managed operations of Golf Course, except for those items which currently exist and are owned by the CITY. Any equipment purchased by the CONSULTANT pursuant to this AGREEMENT and reimbursed by the CITY shall be the property of the CITY.
8. Point of Sale System: The CONSULTANT and its staff will be required to be trained to use the systems and service within the intended purposes. All data entered onto the systems and service shall be the property of the CITY.
9. Maintenance of Premises: The CONSULTANT shall be responsible for daily maintenance, pick-up of litter, and repair of all interior/exterior areas and surfaces. The CONSULTANT's duties shall include all sweeping, vacuuming, interior and exterior glass washing, servicing, repairing, replacing, and cleaning that may be required to properly maintain the premises in a safe, clean, wholesome, sanitary, orderly, and attractive condition. The CITY shall also be responsible for electrical and mechanical maintenance in the interior of the premises, such as light bulb replacement and personal fixtures. The CITY may direct that certain maintenance or repairs be performed where such work is necessary to protect the premises or to provide a clean, attractive and well-maintained premise. The CITY, or other consultant, will maintain all parking lot surfaces. The CONSULTANT shall report any deficiencies to the CITY as necessary to ensure prompt repair or correction of all premises facilities for structural repairs and maintenance not required by the CONSULTANT as described in this AGREEMENT.
10. Permits and Licenses: The CONSULTANT shall be required to obtain any and all permits or licenses that may be required in connection with the operation of the managed premises, including, but not be limited to, tax permits, business licenses, and police and fire permits.
11. Personal Attention: The CONSULTANT's designated Golf Course Pro-Manager is the person with whom the CITY shall deal with on a daily basis regarding the subject managed premises. He or she shall devote the greater part of his or her time and attention to the operation of the concession and shall promote, increase and develop the business and render every possible service and convenience to the public. During the day and hours established for the operation of subject concession, the Golf Course Pro-Manager's personal attention shall not be directed toward the operation of any other business activity. The CONSULTANT shall provide the CITY with a schedule of days and times for which the Golf Course Pro-Manager will be in personal attendance at the Golf Course and the name(s) of the person(s) in charge in his or her absence. The CONSULTANT's designated Golf Course Pro-Manager, for the performance of this AGREEMENT, are as follows: John Strang, Head Professional PGA. In addition, the CONSULTANT's owner, Stephen LaBarge, shall also be considered the CONSULTANT's Designee and shall have the power to act on behalf of the CONSULTANT for all purposes under this AGREEMENT.
12. Rates and Fees: All rates and fees for all services and merchandise charged by the CONSULTANT in the management and operation of the Course shall be consistent with good merchandising practices, comparable to those charged at other public 18-hole Golf Courses in the Los Angeles Metropolitan area and subject to the

review and approval of the CITY. The standard used to approve or disprove prices shall be the prevailing market price for the same grade of services, merchandise, and concessionaire items. Green Fees and Cart Rental rates are to be established by the CITY.

13. Special Rates: With prior approval of the CITY's Designee, the CONSULTANT may establish special rates, cards, or reduced price programs as an incentive to increase course, driving range, cart rental and Pro Shop.
14. Documentation and Collection of Fees: The CONSULTANT shall document all fees collected in the course of business operations at the Golf Course and reconcile same at the end of each business day by submitting daily reports showing services, items, or merchandise purchased, and any other report as required by the CITY's Finance Department. This information is collected in Point of Sale (POS) reports.
15. Signs and Advertisements: No signs of any kind shall be displayed unless approved by the CITY, who may require removal or refurbishment of any sign previously approved. The CONSULTANT shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the CITY and such permission shall be subject to revocation at any time.
16. Use of Area: The CONSULTANT shall not interfere with the public's enjoyment and use of the managed premises or surrounding public property for the purpose for which they are intended. The CONSULTANT shall not use the managed premises for any purpose which is not essential to the managed operations. The CONSULTANT shall not rent, sell, lease or offer any space for storing any articles whatsoever within or on the managed premises other than the CONSULTANT's own equipment, without the written consent of the CITY.
17. Safety: The CONSULTANT shall monitor for and correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with the CITY in the investigation of accidents occurring on the managed premises. In the event of injury to a patron or customer, the CONSULTANT shall insure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, he shall submit a CITY-approved "Incident" or "Patron Accident" report form. The CONSULTANT shall immediately correct hazardous conditions which have led or could lead to injury, as determined by the CITY.
18. Courtesy Play Policy: The CONSULTANT, in the operation of the Golf Course, shall observe a courtesy play policy strictly in accordance with the CITY's Administrative Policy entitled "Golf Course Gratis Play" and Exhibit "D" entitled "Courtesy Golf Privileges and Use of Carts."
19. Professional Golf Association Membership: The CONSULTANT shall maintain Professional Golf Association (PGA) Class A Membership in good standing status for the duration of this AGREEMENT.
20. Improvements: The CITY shall provide a lighted driving range, a professional golf shop, including office and storage, cart storage and repair area and the CONSULTANT accepts them in their existing condition and location. The

CONSULTANT may make additional improvements subject to prior written approval of the CITY. In addition, the CITY may, from time to time, make certain improvements which it deems to be advantageous or necessary for the protection and/or enjoyment of the public.

21. Marketing and Promotions: The CONSULTANT shall at all times provide for the best possible public and community relation through publicity, promotion, and personal public relations. This includes, but is not limited to: media (print, website, social media, email, mobile applications) advertising; special events and lessons; personal contact with business; and special driving range, concession service promotions. When marketing the Golf Course, all marketing material (including social media, event/program flyers, email blasts) must include the Montebello Golf Course logo, Golf Course website, Pro Shop address, Pro Shop telephone number, and presented in a professional and attractive manner.
22. CITY-Owned Equipment: The CONSULTANT shall maintain an inventory of all the CITY owned equipment.
 - a. Equipment shall be properly labeled to indicate that the equipment is the CITY owned and property of the CITY.
 - b. Equipment shall not leave the facility premises unless necessary for repairs.
 - c. Equipment shall not be discarded, sold, donated, etc. All equipment that is no longer functioning, unrepairable, or no longer useful to the Golf Course operations shall be declared surplus in accordance with established CITY policies.
 - d. Equipment shall be maintained per manufacturer's specifications and the CONSULTANT is required to maintain and or repair equipment as necessary.
 - e. All unsafe equipment shall be removed immediately.
 - i. The CONSULTANT shall make recommendations to the CITY as to when it will be feasible to replace rather than repair any equipment item.
 - f. The CONSULTANT shall in the performance of all responsibilities under this AGREEMENT comply with all federal, state, and local laws and regulations pertaining to Environmental Laws in the storage, use, and disposal of Hazardous Waste, substances, or materials as defined by applicable laws.

B. PERSONNEL

1. General. All Golf Course employees shall be the exclusive employees and personnel of the CONSULTANT. The CONSULTANT shall have the sole and absolute responsibility to recruit, hire, train, discharge, promote and supervise the management staff of the Golf Course (i.e., the general manager, the controller, and other personnel), and the CONSULTANT shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Golf Course. All employees of the Golf Course shall be properly qualified for their position.

Such employees shall be satisfactory to the CITY as to their personal conduct, honesty, courtesy, health, personal appearance and willingness to cooperate with the CITY's employees. In the event an employee is not satisfactory, as herein defined, the CITY Designee may direct the CONSULTANT to correct the cause of said dissatisfaction or may direct the CONSULTANT to remove them from the PREMISES within fifteen (15) days after written notice is received by the CONSULTANT.

Appropriate background and criminal checks shall be conducted by the CONSULTANT to insure that all of the CONSULTANT's employees are free from criminal records or sex offender registration requirements.

2. Management Staff. The general manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course. The name and telephone number (both home and business) of the general manager shall be provided, in writing, to the CITY's Designee and shall be current at all times. The general manager shall be reasonably available during normal working hours to meet with the CITY's Designee.

After normal working hours, the general manager shall be reasonably available to appear at the Golf Course if deemed necessary by the CITY's Designee. The course superintendent for the Golf Course shall be certified by the Golf Course Superintendents Association and will be an employee of the CITY. Should special circumstances arise and the CONSULTANT cannot fill the positions of course director of golf with an individual who meets the above certification requirements, provisional appointments for a period of up to one year may be made with the CITY's approval. The CITY's Designee shall have the right to approve the individuals who the CONSULTANT intends to hire to fill the positions of general manager, controller (regardless of the titles given for such positions by the CONSULTANT), which approval shall not be unreasonably withheld.

3. Subconsultants. All subconsultants must be approved by the CITY's Designee in advance.
4. Emergency response. The CONSULTANT shall identify, to the CITY's Designee, staff that are available to respond to all emergencies at all hours of the day (24 hours).

C. GOLF PROFESSIONAL SERVICES AND PRO SHOP

1. Supervision: The CONSULTANT will provide for the safety of all golfers and patrons through the enforcement of the Golf Course policies and regulations manual, a copy of which may be obtained by the Director of Recreation and Community Services. The CONSULTANT shall exercise the right to exclude persons from using the course who do not abide by established rules.
2. Course Operations: The CONSULTANT shall not close the course to play without first consulting with the CITY's Designee and coming to a mutual AGREEMENT. If for whatever reason, a mutual agreement cannot be reached, the final decision will be made by the CITY Designee.

3. Merchandise: The CONSULTANT shall provide and maintain an inventory in the golf Pro Shop name brand golf items such as, balls, tees, and gloves as determined by local market. All merchandise including, but not be limited to, sporting goods, garments, footwear, curios, etc., sold or kept for sale by the CONSULTANT shall be first class in quality and shall conform to all Federal, State, and Municipal laws, Ordinances and Regulations in every respect. All merchandise kept for sale by the CONSULTANT shall be kept subject to the approval or rejection of the CITY, and the CONSULTANT shall remove from the Premises any article which may be rejected and shall not again offer it for sale without the consent of the CITY. The CITY may order the improvement of the quality of any merchandise kept or offered for sale.
4. Golf Club/Equipment Repair: The CONSULTANT shall provide for golf club and/or equipment repair as part of the Pro Shop operation.
5. Golf Lessons: The CONSULTANT shall provide for regularly scheduled private and group lessons at a cost competitive with similar public Golf Courses. Special promotional and junior lessons are to be included. All golf lessons are considered a part of the Pro Shop operation.

D. DRIVING RANGE

1. Supervision: The CONSULTANT shall provide general supervision of the driving range, including the enforcement of safety practices and regulations. The CONSULTANT shall exercise the right to exclude persons from using the driving range who do not abide by established rules.
2. Maintenance: The CONSULTANT shall regularly inspect said range, and immediately notify the CITY of any condition which is in need of replacement or repair. The CONSULTANT shall be responsible for inspecting and installing new mats as used mats become worn, and for the repair or replacement of any damaged fencing, sprinkler heads, valves and turf arising from the accidental or careless actions of its officers, agents, and employees.
3. Equipment: The CONSULTANT shall maintain, at all times, a minimum of 10,000 driving range golf balls of good quality, buckets, vehicle(s) for ball pick-up, ball washing machine, and other equipment necessary for the efficient operation of the Driving Range, including the picking unit as already exists at Golf Course and is owned by the CITY.
4. Driving Range Buckets: The CONSULTANT shall ensure that all buckets shall contain an established minimum number of balls.

E. ELECTRIC CART RENTAL AND MAINTENANCE OPERATION

1. Operation: The CITY shall provide CITY-owned clean electric carts conveniently positioned for golfer's use during all specified golf starting hours. The CONSULTANT shall assign, collect, and receipt for electric cart rental fees, and make daily cash deposits as specified by the CITY. The CITY will provide cleaning,

battery charging, keeping of daily records of maintenance and repair services, and safe storage of all carts.

2. Cart Maintenance and Repair: The CITY shall secure qualified person(s) or cart repair firm to provide maintenance and repair, including cleaning and battery charging, of all CITY-owned electric carts. Such person(s) shall be supervised by the CITY.

F. GOLF COURSE MAINTENANCE

1. Equipment and Maintenance: The CITY shall be responsible for supplying all equipment, supplies, and materials necessary for maintenance of the Golf Course in accordance with approved practices and standards.
2. Accessory Equipment: The CITY shall maintain all Golf Course accessory equipment in clean, safe, functioning condition at all times, replacing with equipment and/or materials as necessary, including but not be limited to the following:

1. All signs
2. Tee benches
3. Tee markers and mats
4. Ball washers
5. Out-of-bounds markers
6. Directional flags and poles
7. Distance markers (150 yards, etc.)
8. Greens flags, poles and cups
9. Practice green markers and cups
10. Trash receptacles
11. Cleat brushes
12. Rope/stakes
13. Wire for repair of perimeter fence
14. Plant materials for planters on Golf Course for installation three times per year

ii. Other Required Duties of the CITY:

1. Provide ongoing monitoring of lake waterfall pumps and aeration systems to ensure all are properly maintained and operational.
2. Maintain lakes free of excessive weed and algae growth which may necessitate use of chemical application and hand removal.
3. Remove all litter daily from Golf Course grounds, including the Golf Course proper, lakes, maintenance yard, landscaped areas and driving range. Remove all trash and debris resulting from Golf Course maintenance as it occurs. The CITY shall be responsible to haul or contract for removal of all trash and debris related to the golf maintenance operation from the described premises, excluding that trash generated by the Pro Shop operations. The CITY shall clean and repair trash receptacles as is reasonably necessary to maintain

clean, safe and sanitary conditions at all times.

4. Maintain shrub and ground cover plantings and lawn areas in a manner to promote health, growth and aesthetically pleasing appearance at all times.
5. Maintain all trees in safe, healthy and aesthetically pleasing condition at all times, keeping adjacent turf mowed and trimmed to the trunks of trees on the Golf Course. The use of herbicides or contact sprays of any kind to keep grass maintained at the base of trees must be approved by the CITY. Pruning of trees by the CITY will be to maintain a seven (7) foot clearance for golf carts and removal and corrective pruning required by fallen or broken branches. General pruning will be performed by others.
6. Maintain all sand traps daily in raked, edged and weed-free condition at all times, replacing sand as necessary.
7. Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes, and destruction of plantings on Golf Course property.
8. Construct and/or maintain and repair as necessary surface flow lines, swales, catch-basins, grates and other drainage structures in clear, weed-free, and properly functioning condition at all times.
9. Observe all Legal Requirements and safety regulations, including special licensing requirements in the use and storage of chemicals, hazardous materials, supplies and equipment at all times according to CAL-OSHA and the Los Angeles County Agricultural Commissioner.
10. Maintain golf maintenance storage buildings and yard in a clean, orderly and safe condition at all times, conforming to all applicable laws and regulations.
11. Maintain, clean and service daily and more often if necessary, public restroom facilities on course.
12. Protect golfers from injury and the Golf Course from damage in periods of frost, rainy weather, and other unusual conditions at all times.
13. Maintain walkways, steps, handrails, header-boards and cart paths in a clean, edged, safe, weed-free condition at all times.
14. Maintain all fencing, netting, protective screens, and fence lines in a safe, secure and aesthetically pleasing condition at all times.
15. Maintain all concrete cart paths and service roads in a safe useable condition at all times.

16. Supervise public parking lot sweeping contractor which is paid by the CITY.
17. Inspect the following frequently and report deficiencies to the CITY as necessary to ensure prompt repair or correction:
 - a. All area lighting systems for safe and functioning conditions.
 - b. All Golf Course buildings and accessory structures for structural repairs and maintenance not required by the CONSULTANT as described in this AGREEMENT.

Exhibit "B"

Obligations of CITY

A. GENERAL

1. The CITY shall provide safe grounds and facilities at Golf Course premise for public assembly and that meets fire safety, public access, local zoning, and other county, state, and federal requirements. Facilities include a lighted driving range, a professional golf shop, including office and storage, cart storage and repair area, banquet hall, bar and grill area, exterior patio area, commercial grade kitchen and all necessary kitchen equipment – all of which presently exist.
2. The CITY shall assign a CITY Designee to interface with the CONSULTANT with regard to all aspects of the Golf Course management and operation and to provide coordination and communication between the CITY and the CONSULTANT.
3. The CITY shall pay all monthly charges for the CITY provided POS system and software, cash handling system, and an on-line t-sheet software service.
4. The CITY shall reimburse the CONSULTANT for all costs associated with management and operations of Golf Course including Employee Compensation, Cost of Sales and Golf Course Expenses.
5. The CITY shall pay a Fixed Monthly Management fee.
6. The CITY shall establish and maintain a Golf Course Deposit Account which all Golf Course revenues will be deposited into on a daily basis.
7. The CITY shall pay all charges for gas, water, gas, trash, telephone, and electricity for Golf Course premises including all facilities; Pro Shop, Cart Storage Building, Driving Range, and exterior patio necessary to carry on the managed operations. The telephone number shall be placed by the CITY in the name of the facility and shall not be transferred to any other location.
8. The CITY shall pay all monthly charges for burglar alarm system which currently exists at Golf Course premise.
9. The CITY shall provide the funds required to the CONSULTANT, as provided in AGREEMENT, to operate and manage the Golf Course, and approve the annual fiscal operating budget for funds expensed to the CONSULTANT in management and operation of Golf Course.
10. The CITY shall provide all funds and services for any Major Capital Improvement project as provided in Section 12. Major Capital Improvement Projects.
11. The CITY shall be responsible to repair and replace driving range fencing and netting as required by normal wear.
12. The CITY shall be responsible for the maintenance and repair of all items necessary and associated with back flow devices.

13. The CITY shall provide and pay for the weekly cleaning of parking lot area by other contractor for parking lot street sweeping services.
14. The CITY shall review financial reports, and provide direction to the CONSULTANT concerning the operation and management of Golf Course and make budget adjustments as necessary.
15. The CITY shall provide ADA policies and procedures, as per the terms of this AGREEMENT, and ensure that the Golf Course remain in compliance with ADA laws and other public safety considerations.
16. The CITY shall market, promote, and advertise the Golf Course and associated amenities or operations on all CITY-operated social media and website outlets.
17. The CITY shall compensate the CONSULTANT timely for the services provided, as per the terms of this AGREEMENT.
18. The CITY shall provide no less than six (6) electric golf carts and will replace carts, batteries and chargers on a regular schedule. The CITY will provide all replacement parts for carts, batteries, and battery chargers.

Exhibit "C"

Schedule of Compensation

1. A fixed monthly management fee shall be paid to the CONSULTANT as follows:
 - a. A fixed monthly management fee of Five Thousand Dollars (\$5,000) per month for the entire Term of this AGREEMENT.
 - b. Should both parties mutually agree upon term extension(s) the Fixed Monthly Management Fee can be re-negotiated, at that time, and provided in the AGREEMENT extension.
2. Within fifteen (15) days after written receipt of a written request together with invoices and other appropriate back-up documentation, the CITY shall reimburse the CONSULTANT for all reasonable, appropriate and authorized expenses, including Cost of Sales, Employee Compensation, and Golf Course Expenses incurred by the CONSULTANT as the result of the CONSULTANT's performance under this AGREEMENT, and allowed under the CITY's annual Operating Budget, including, all costs incurred by the CONSULTANT pursuant to Scope of Services as set forth in Exhibit "A", as approved by the CITY.
3. The CONSULTANT shall submit an invoice to the CITY on a monthly basis for the previous month's Golf Course Expenses and Fixed Monthly Management Fee as provided in accordance with this AGREEMENT.

Exhibit "D"

Courtesy Golf Privileges and Use of Carts

The Golf Professional-Manager and/or designated Assistant Golf Professionals may play the course without charge and have free use of carts. It shall be expected that these persons shall monitor golf play while playing such rounds in exchange for this privilege.

Members of the S.C.G.A. Course Rating Committee and U.S.G.A. Greens Evaluation Committee are granted courtesy play and free use of carts in their respective official capacities while conducting course surveys.

Visiting PGA Golf Professionals may receive free play privileges as authorized by the Golf Professional provided that such visiting Professional is authorized to reciprocate. Free cart use is not included and shall be rented at the regular rate.

Additional courtesy play and free use of carts may be authorized by the City Manager and CITY's City Council for other purposes that will benefit the CITY.

Starters shall be responsible for listing all of the above free play and free cart use privileges on the appropriate records. This shall include:

- Completing the Courtesy Golf Play Report for each golfer receiving a complementary round of golf.
- Entering all names on the daily starter sheet with a "Courtesy Play" notation.
- Completing the cart rental form for the golfer's signature, noting "Courtesy Play" on all copies.

No other person(s) employed by the Golf Professional-Manager may receive courtesy play or free use of carts, including, but not be limited to, starters, cart attendants, Pro Shop clerks, or other persons established by the City of Montebello's Administrative Policy covering Gratis Play.

Exhibit "E"

Weekly Golf Course Maintenance Report

Week of:

Task	MON	TUE	WED	THU	FRI	SAT	SUN
1. Change Cup & Tee Marker Locations							
2. Rake Traps							
3. Repair Ball Marks							
4. Fill Ball Washers & Replace Towels							
5. Weed and Maintain Flower Beds							
6. Mow Greens							
7. Mow Collars & Tees							
8. Mow Fairways							
9. Mow Rough							
10. Mow Around Trees							
11. Edge Traps							
12. Edge Cart Paths							
13. Water Greens							
14. Water Tees							
15. Water Fairways							

16. Clean & Service Restrooms							
17. Chemical Applications							
a. Greens							
b. Tees							
c. Fairways							
d. Roughs							
18. Inspect Pump Station Operation							
19. Remove Lake Debris							
20. Inspect/Treat Lake Algae & Weed Growth							
21. Parking Lot							

COMMENTS (EXTRAORDINARY WORK):

SUBMITTED BY: _____ DATE: _____



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: **Approval of Agreement No. 3985 with New Flyer of America, Inc., to Purchase Seven, Forty-Foot, Compressed Natural Gas (CNG) Transit Buses**

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve Agreement No. 3985 with New Flyer of America, Inc. ("New Flyer"), to purchase seven (7), forty-foot (40') Compressed Natural Gas (CNG) transit buses; and
- 2) Authorize the City Manager and/or their designee to approve change orders for up to two (2) percent of the total agreement amount; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The seven (7) CNG transit buses will be purchased using Federal Transit Administration (FTA) grant funds and toll credits available in FTA grant CA-2019-033, and grant funds available in Senate Bill 1 (SB1)/State Transit Assistance (STA) originally awarded in Fiscal Year 2018-19 (SB1/STA FY 18/19). A total funding amount of \$4,916,234 is currently available in the identified grants. The estimated cost to purchase the seven (7) transit buses is \$4,785,218, including a two percent (2%) contingency. The three funding sources, the account numbers, and the amount to be expended from each funding source are indicated in the table below:

Approval of Agreement No. 3985 with New Flyer of America, Inc., to Purchase Seven, Forty-Foot, Compressed Natural Gas (CNG) Transit Buses

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<u>FUNDING SOURCES</u>	<u>ACCOUNT NUMBER</u>	<u>BALANCE</u>
LACMTA (SB1 STA 18/19)	202-922-2018-006	\$ 410,247.00
FTA Grant (CA-2019-033)	270-9063-2018-006	\$ 3,499,977.00
FTA TDC (CA-2019-033)	270-9063-2018-006	\$ 874,994.00
TOTAL		\$ 4,785,218.00

A summary of the total project expenses, including the bus purchase, contingency allotment, contract deliverables, and taxes is shown below:

<u>PROJECT EXPENSES</u>	<u>TOTAL</u>
New Flyer Buses (7)	\$ 4,263,000.00
Tax	\$ 436,958.00
Contingency (2% of the base amount)	\$ 85,260.00
TOTAL EXPENSES	\$ 4,785,218.00

These funds will be appropriated in the FY 2022-23 proposed budget.

BACKGROUND

Montebello Bus Lines (MBL) operates a transit fleet of sixty-six (66) active 35-40 foot buses (three electric (3), twenty-six hybrid (26), and thirty-seven (37) CNG buses) to provide service to over 4.5 million riders annually throughout thirteen local communities. To ensure quality, reliable transportation service is provided to the City of Montebello ("City") and surrounding communities, MBL continually assesses and evaluates its fleet's condition. In accordance with the City's Administrative Policy: Capital Asset Policy (VI-C-3), MBL staff recommends replacing seven (7) New Flyer, CNG transit buses (manufacturer year 2008 & 2009) that have surpassed the useful service life of twelve years established by FTA.

MBL intends to purchase seven (7), forty-foot (40'), CNG buses from New Flyer to maintain its fleet operations. These buses will be purchased through a procurement process outlined in Montebello Municipal Code ("MMC") Section 3.20.125 – "Piggybacking Purchasing Agreement," as authorized under California Government Code section 54202 and is FTA approved. In accordance with MMC 3.20.125(A), the City will enter into a purchase agreement with New Flyer (attached hereto in substantial form as Attachment "A") using the base pricing and terms established in the Washington State Transit Bus Cooperative Master Contract, No.06719-01 (Cooperative Contract No. 06719-01), with valid dates of April 1, 2021, to March 31, 2023 (see Attachment "B").

Approval of Agreement No. 3985 with New Flyer of America, Inc., to Purchase Seven, Forty-Foot, Compressed Natural Gas (CNG) Transit Buses

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New Flyer has fully complied with the requirements, technical specifications, and supportive documentation of Cooperative Contract No. 06719-01, and all federal clauses (see Attachment “C”) and procurement documents have been reviewed by MBL staff. Since MBL operates a fleet of New Flyer CNG powered transit buses, purchasing buses from the same manufacturer will continue to support the City's fleet standardization efforts. Furthermore, this purchase will contribute to reduce operational costs since the seven (7) buses will be new and all replacement parts are compatible with the City's current fleet. If approved, all seven buses will be delivered to MBL on or before December 2022.

ANALYSIS

In accordance with MMC 3.20.125(A), the City will enter into a purchase agreement with New Flyer using Cooperative Contract No. 06719-01, provided that the estimated price of purchase is lower than the estimated price of purchase if made directly by the City.

Staff conducted a market price analysis to ensure the proposed purchase price provides the best value to the City. New Flyer's proposal and cost sheet were compared with MBL's previous bus purchase as well as comparable bus purchases from neighboring agencies and transit agencies with operational structures similar to MBL.

The data used in the analysis is illustrated in the table below:

MBL's Previous Bus Purchase			
2021 Bus Purchase	New Flyer 40'	▪ CAD/AVL ▪ Farebox	\$ 581, 768

Comparable Bus Purchase from other Agencies			
Sacramento, CA	New Flyer 40'	▪ CAD/AVL ▪ Farebox	\$613,000
Corpus Christi, TX	New Flyer 40'	▪ Custom AVA/AVL/AVM systems ▪ New Flyer Connect ▪ Clever Device Infotainment	\$612,000
Portland, OR	New Flyer 40'	▪ CAD/AVL New Flyer Connect ▪ Custom APC	\$646,000
Santa Fe, NM	New Flyer 40'	▪ AVA/AVL systems ▪ Thermo Guard Window ▪ Drivers Barriers	\$ 654,000

New Flyer's proposed Cost Sheet			
New Bus Purchase (Cost per bus)	New Flyer 40'	▪ CAD/AVL ▪ Custom APC ▪ Clever Device Infotainment ▪ Drivers Barriers	\$609,000

Approval of Agreement No. 3985 with New Flyer of America, Inc., to Purchase Seven, Forty-Foot, Compressed Natural Gas (CNG) Transit Buses

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Based on the analysis, staff recommends that the City proceed with replacing seven (7) CNG transit buses based on the age and the current mileage of the buses being replaced. New Flyer has proposed a competitive total cost of \$4,263,000 for the purchase (see Attachment “D”).

Using the option to “piggyback” Cooperative Contract No. 06719-01, the City is able to select the appropriate buses for MBL’s operation, customize them as desired, and complete the purchase using a base price that is bid consistent with governmental purchasing guidelines. Since Cooperative Contract No. 06719-01 was bid on a large scale, the City is able to receive competitive pricing otherwise unavailable if the City purchased the buses directly from New Flyer. Furthermore, using the piggyback procurement process – as allowed by the City’s municipal code – to purchase these buses will help improve the efficiency of MBL’s transit fleet at a fair market price.

SUMMARY

Staff recommends that the City Council consider approving Agreement No. 3985 with New Flyer to purchase seven (7), forty-foot, CNG transit buses using the base pricing and terms established in Master Contract, No. 06719-01; authorize the City Manager and/or their designee to approve change orders for up to two (2%) of the contract amount as necessary; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS:

- A. Attachment A – Proposed Purchase Agreement with New Flyer of America, Inc.
- B. Attachment B – Washington State Transit Bus Cooperative Master Contract
 - Transit Bus Cooperative Purchasing Agreement
 - Department of Enterprise Services Authorization to Purchase
 - California Department of General Services Approval Notice
- C. Attachment C – Federal Required Clauses
- D. Attachment D – New Flyer Proposal and Cost Sheet

CITY OF MONTEBELLO

**PURCHASE AGREEMENT NO. 3985
WITH NEW FLYER OF AMERICA, INC.**

THIS PURCHASE AGREEMENT ("Agreement") entered into on June 8, 2022, by and between the CITY OF MONTEBELLO, a California municipal corporation (hereinafter "CITY"), and NEW FLYER OF AMERICA, INC. (hereinafter "SELLER") (collectively referred to herein as the "Parties" and individually as the "Party"), is made with reference to the following:

RECITALS

WHEREAS, CITY desires to "piggyback" on an existing contract, as amended, between SELLER and THE STATE OF WASHINGTON ENTERPRISE SERVICES, pursuant to THE STATE OF WASHINGTON ENTERPRISE SERVICES issued a Competitive Solicitation No. 06719-01 "Procurement of 40-Foot Compressed Natural Gas (CNG) Coaches issued on March 4, 2020, and executed on April 1, 2021 (hereinafter "Washington State Transit Bus Cooperative Master Contract No. 06719-01"); and

WHEREAS, CITY seeks to procure from SELLER, and SELLER seeks to build and deliver to CITY seven, (7) new forty (40)-Foot, Compressed Natural Gas Powered Low Floor Transit Buses (hereinafter the "Bus") for the Montebello Bus Lines (hereinafter "MBL") through Washington State Transit Bus Cooperative Master Contract No. 06719-01; and

WHEREAS, SELLER represents to CITY that it is fully qualified to provide the above-described services, that it is a validly existing corporation, formed and in good standing under the laws of the State of California and legally authorized to conduct the business in which it is currently engaged, and SELLER further represents it has the background, knowledge, experience and expertise necessary to provide CITY the Bus contemplated under this Agreement; and

WHEREAS, SELLER represents to CITY that is in full compliance with the federal procurement requirements and has provided all required certifications as dictated by the Federal Transit Administration (FTA); and

WHEREAS, the parties have negotiated upon the terms pursuant to which SELLER will provide such services and have herein reduced such terms to writing.

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

1. INCORPORATION OF RECITALS AND EXHIBITS

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

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. SELLER'S Price Change Summary and Detail, modified specific to the Buses to be purchase by CITY (**Exhibit A**); Warranty (**Exhibit A.1**); Publications (**Exhibit A.2**); and

Drawings (**Exhibit A.3**)

- c. Federal Requirements (**Exhibit B**).
- d. Washington State Transit Bus Cooperative Master Contract No. 06719-01, as amended including all of the Contract Documents and Technical Specifications (hereinafter, the "Master Contract") (**Exhibit C**).
- e. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

In the event of a conflict with the terms outlined in the Master Contract, this Agreement and the above-referenced Exhibits, in order of precedence, shall prevail.

2. SCOPE OF WORK

2.1. Seven (7), Forty-Foot (40-Foot), Low-Floor Compressed Natural Gas Transit Bus. SELLER shall build and deliver seven (7), new, forty-foot (40-foot), Low-Floor Compressed Natural Gas Transit Buses as specifically described in this Agreement, and in accordance with the specifications and other project documents contained in the Washington State Transit Bus Cooperative Master Contract No. 06719-01 (**Exhibit C**). In case of any conflict between the terms of these documents, the terms of this Agreement and the "**NEW FLYER'S Price Change Summary and Detail,**" **Exhibits A and B**, shall control and prevail over Washington State Transit Bus Cooperative Master Contract No. 06719-01 (**Exhibit C**) and other exhibits.

As set forth in Master Contract and SELLER'S Price Change Summary and Detail (**Exhibits A and B**), the Buses shall contain Americans with Disabilities Act (ADA) Equipment.

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

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

3. COMPENSATION

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

- a. Total cost for seven (7) Buses (including warranty, ADA equipment, and delivery) shall not exceed **Four Million, Seven Hundred Eighty-Five Thousand, Two Hundred and Eighteen dollars** (\$4,785,218.00).

PURCHASE AGREEMENT NO. 3985

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

All payments shall be made as provided herein, less any additional moneys withheld as provided by Section 3.4 below.

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

- a. With regard to the seven (7) Buses: One hundred percent (100%) of the unit price(s) upon the delivery and acceptance of each Bus to MLB's facility at **400 South Taylor Avenue, Montebello, California** and within thirty (30) calendar days of receipt of a proper invoice, provided that the CITY has the complete and full funding for this procurement as of that date;

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

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

3.6. Final Payment. CITY shall make its final payment(s) of the total Agreement price(s) plus any moneys withheld, as described in subsections 3.3 and 3.4, above, upon receipt of a final proper invoice and the following:

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

4. DELIVERY AND ACCEPTANCE SCHEDULE

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

ITEM	COMPLETION DATE
Delivery of seven (7) new 40-Foot Low-Floor Compressed Natural Gas Bus	December 31, 2022
CITY Acceptance	Ten (10) days after Delivery of Bus to CITY

All of the goods, equipment and services shall be furnished and delivered to the MLB facility described in Section 3.3(a) above, in first class condition, complete and ready for service by the Montebello Transportation Department and MBL. SELLER shall assume all costs and responsibility

for delivery.

4.1. Intentionally deleted.

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

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

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

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

4.3. Notification of Contractor Delay. Notwithstanding "Unavoidable Delay" (Section 4.2 above), no extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with CITY within fourteen (14) calendar days after the commencement of the delay; and (2) a written application therefore, stating in reasonable detail the causes, the effect to date, and the probably future effect on the performance of SELLER under the Agreement, and the portion or portions of the Work affected is filed by SELLER with CITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Agreement. CITY shall make its determination within thirty (30) calendar days after receipt of the application.

5. WARRANTY

As set forth in Master Contract, SELLER hereby warrants and guarantees to CITY that all of the goods and equipment of the Bus contemplated in this Agreement shall be free from defects in material and workmanship for the periods specified in **Exhibit C** with respect to the entire Bus, subsystems and/or components.

6. NONDISCRIMINATION

In the performance of this Agreement, SELLER represents and agrees that SELLER, its affiliates,

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

7. SUBCONTRACTORS

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

8. PROHIBITION AGAINST TRANSFERS

SELLER shall not assign, sublease, or transfer this Agreement or any interest or obligations herein directly or indirectly, by operation of law or otherwise during the term of this Agreement or during the operation of any of the warranties set forth in Section 5 without the prior written consent of CITY. As a condition to any assignment or transfer, any prospective assignee or transferee shall also assume the obligations to CITY pursuant to this Agreement, including the warranties set forth in Section 5. Any attempt to assign, sublease, or transfer this Agreement without prior written consent of CITY shall be null and void, and any assignee, sublessee, or transferee shall acquire no right or interest by reason of such attempted assignment, or transfer.

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

9. NOTICES

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

If to CITY:

City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

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With a copy to: City of Montebello – Montebello Bus Lines
Attn: Lupita Ibarra, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
libarra@cityofmontebello.com

If to SELLER: NEW FLYER of America.
Attn: Jennifer McNeil
Vice President of Sales and Marketing
711 Kernaghan Avenue
Winnipeg, Manitoba
Canada R2C 3T4

10. INDEMNIFICATION

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

10.2. Indemnification for Claims Brought By Subconsultants of SELLER. In addition to Subsection 10.1, SELLER shall defend, indemnify, and hold harmless the CITY, from and against any and all proven third party damages, including reasonable attorneys' fees occurring or resulting to any and all persons, firms, or corporations employed or contracted by SELLER or its subcontractors or subconsultants in connection with its performance under this Agreement.

11. INSURANCE

During the Term of this Agreement, SELLER 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 SELLER'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 SELLER 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. SELLER 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 SELLER for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, SELLER 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 SELLER'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 professional 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, SELLER 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, SELLER shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

SELLER 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, 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. SELLER 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 SELLER'S expense, the premium thereon.

At all times during the Term of this Agreement, SELLER 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. SELLER shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

SELLER 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. SELLER 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 SELLER's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit SELLER, and SELLER's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. SELLER hereby waives all rights of subrogation against CITY. SELLER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

Coverage applies separately. SELLER'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, SELLER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or SELLER shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by SELLER shall not be construed as a limitation of SELLER's liability or as fall performance of SELLER'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 SELLER to comply with this section.

12. TERMINATION

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting

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

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

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

12.3. Payment Upon Termination.

If CITY terminates this Agreement as provided in Section 12.2, titled "Termination Without Cause", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, including costs, contract close-out costs and profit on work performed, less the amount previously paid or withheld with respect to the Compensation. If CITY terminates this Agreement as provided in Section 12.1, titled "Notice of Default and Termination", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, less the amount previously paid or withheld with respect to the Compensation, which shall not include costs, close-out costs or profit on work performed.

12.4. Expiration. After full acceptance of the single Bus contemplated in this Agreement by CITY, this Agreement shall expire upon full payment of the Compensation by CITY to SELLER. Notwithstanding the foregoing, the Warranty Agreement shall remain in effect despite expiration of this Agreement.

13. REMEDIES FOR BREACH OF CONTRACT

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

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

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

14. DISPUTE RESOLUTION

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the

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

15. GOVERNING LAW AND VENUE

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

16. COMPLIANCE

It is agreed that SELLER shall comply with and shall require its subcontractors to comply with all applicable local, state and federal laws and regulations including but not limited to those set forth to in the Master Contract.

17. DAYS

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

18. BINDING ON ASSIGNS

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

19. INDEPENDENT CONTRACTOR

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

20. SEVERABILITY

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

21. TIME IS OF THE ESSENCE

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

22. COUNTERPARTS

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

23. CAPTIONS

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

24. CONSTRUCTION

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

25. COOPERATION/FURTHER ACTS

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

26. REFERENCES

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

27. WAIVER

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

28. ENTIRE AGREEMENT; MODIFICATION

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

29. RISK OF LOSS.

CITY shall assume risk of loss of the Bus on delivery. Prior to delivery, SELLER shall bear the risk of loss of the Buses.

30. TITLE.

Title to the Buses shall pass to CITY upon acceptance of the Bus by CITY.

31. PRICE ADJUSTMENTS DUE TO REGULATORY CHANGES.

Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment

is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the proposal submission, such price adjustment shall be negotiated in good faith by CITY and SELLER.

32. SUBJECT DATA.

All "subject data". including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this Agreement shall remain the property of SELLER; provided however, CITY shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Buses.

33. EFFECTIVE DATE.

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

34. SIGNATURES.

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

[SIGNATURE PAGE TO FOLLOW]

PURCHASE AGREEMENT NO. 3985

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF MONTEBELLO
("CITY")

NEW FLYER OF AMERICA INC.
("SELLER")

René Bobadilla, City Manager

Jennifer McNeil

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal for Seven (7) – 40' CNG Buses
- Exhibit A.1 – Warranty
- Exhibit A.2 – Publications
- Exhibit A.3 – Drawings
- Exhibit B – Federal Requirements
- Exhibit C – Washington State Transit Bus Contract



Montebello
B U S L I N E S

Montebello Bus Lines

Option Proposal for Seven (7) – 40'
CNG Buses

Proposal Table of Contents

Tab 1, Letter of Transmittal

Tab 2, Price Summary

Tab 3, Price Change Detail

Tab 4, Warranty Proposal

Tab 5, Training Proposal

Tab 6, Publications Proposal

Tab 7, Tools and Diagnostics Proposal

Tab 8, Drawings

Tab 1, Letter of Transmittal

Solicitation Requirements:

New Flyer Response:

Please see attached our **Letter of Transmittal** to Montebello Bus Lines.

Please indicate your acceptance by providing a Purchase Order to New Flyer, attention:

Stephanie Laubenstein, Director, Sales & Business Development
204.391.1788
Stephanie_Laubenstein@newflyer.com



May 16, 2022

Rohan Anderson
Senior Procurement Analyst
Montebello Bus Lines
Montebello, CA

Subject: **Quotation for 40-foot Heavy-Duty CNG Transit buses**

Dear Rohan,

New Flyer is pleased to submit an option price quotation for the production of seven (7) 40-foot Heavy-Duty CNG Transit buses based on New Flyer's agreement with State of Washington (SoW).

The proposed buses will be technically configured as per the most recent SR-2641. The bus price includes all SRCRs approved by Montebello Bus Lines.

The XN40 price is **\$609,000.00/bus** which includes Warranty, Publications, Delivery, and PPI.

Please note that this price is reflective of a Notice to Proceed by May 20, 2022 & Commitment of a PO by July 31, 2022. If NTP /PO are received past this date then the line entries push in to 2023 and we cannot get parts at today's costs, as such we would have to re-price and include full PPI.

We would like to highlight key elements of our proposal:

Warranty: New Flyer exceeds the industry standard warranties in many areas such as our 5 year / 300,000 miles axle warranty (standard warranty is 2 years) and our 3 years / 150,000 miles multiplex warranty (standard competitor warranty is 1 year / 50,000 miles). Please see our Warranty Proposal for more information.

Training: New Flyer Training is an organization within the New Flyer Customer Services group, a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology, and electrical systems professionals. This allows us to offer the service and expertise to maximize the lifetime value of your fleet. Please see our Training Proposal for more information. Please note that optional training is not included in the bus price.

Publications: The New Flyer Publications team combines extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. They supply accurate information in a timely manner, assisting the customer in the performance of proper bus maintenance, which adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please see our Publications Proposal for more information. Please note that publications are included in the bus price.

Tooling and Diagnostics: Please see our Tools and Diagnostics Proposal for more information. Please note that tooling and diagnostics are not included in the bus price.

Delivery Proposal: New Flyer is proposing a complete delivery by Q4 of 2022. Please note that delivery is included in the bus price.

Payment Terms: Following the terms and conditions of New Flyer's contract payment terms:

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

This project allows New Flyer the important opportunity to build a strong relationship with Montebello Bus Lines. It also gives us the opportunity again to delivery some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you again in the near future.

This quote is open for acceptance for thirty (30) days. Please indicate your acceptance by providing a Purchase Order to New Flyer of America, attention Stephanie Laubenstein, Director of Sales & Business Development at Stephanie.Laubenstein@newflyer.com.

Sincerely,



Barry Karlenzig
Technical Sales Manager
P 204.590.8394
Barry.Karlenzig@newflyer.com

Daniel Trujillo – Regional Sales Manager
Cameron Huber – Business Segment Director, Municipal & Private Fleets

CC: Stephanie Laubenstein – Director of Sales & Business Development

Tab 2, Price Summary

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Price Summary](#) for seven (7) – XN40 buses for Montebello Bus Lines.



Price Change Summary

Property:	Montebello
Option Origin:	2021-142
Sales Release No.:	0
Quantity:	7
Type:	XN40
Price Change No.:	1
Revision:	A
Date:	05-Jan-22

	Each	Total
Original Contract Price Base Coach	\$ 486,990.00	\$ 3,408,930.00
Base Bus Price Change Total	\$ 122,010.00	\$ 854,070.00
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 609,000.00	\$ 4,263,000.00
Original Contract Price for Contract Spares (If priced separately)		\$ -
Contract Spares Changes (Priced Separately) Total	\$ -	\$ -
Revised Contract Spares Priced Separately		\$ -
Original Contract Price for Miscellaneous (If priced separately)		\$ -
Miscellaneous Price Change Total	\$ -	\$ -
Revised Miscellaneous Priced Separately		\$ -
Original Total Contract Price		\$ 3,408,930.00
Total Contract Price Changes		\$ 854,070.00
Revised Total Contract Price		\$ 4,263,000.00

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

Tab 3, Price Change Detail

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Price Detail Sheet](#).

This sheet includes all price changes that are required to go from the base bus to the proposed configuration, as requested.



Price Change Detail

Property:	Montebello
Option Origin:	2021-142
Sales Release No.:	0
Quantity:	7
Bus Type:	XN40

Price per coach						
Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Total
Base Bus Price Change	1	600	Customer Options		Add SRCR from 2524	81,248.00
	2	600	Customer Options		SRCR's from 2641 (Approved)	10,529.44
	3	PPI	Producer Price Index		Add PPI	30,232.56
Base Bus Price Change Total						122,010.00
Grand Total						122,010.00

Tab 4, Warranty Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Warranty Proposal](#).

Please note that Warranty Pricing is included as part of the bus price.

CONTRACT DELIVERABLES LIST	WARRANTY
CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	MCC	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	AESYS	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W. Speaker	6	Unlimited	Warranty covers parts only after 1st year.
Paint	Axalta	5	Unlimited	
Air Dryer	Bendix	2	200,000	
Alternator	EMP	2	100,000	
Charge Air Cooler	EMP	3	150,000	
Fire Suppression System	Amerex	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Hydraulic System	New Flyer of America	2	100,000	
Starter	New Flyer of America	2	100,000	
Towing	New Flyer of America	2	100,000	
Emission Control System	Cummins	5	100,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.

Power Steering System	New Flyer of America	2	100,000	
Radiator Fan Drive	EMP	3	150,000	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)

Tab 5, Training Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Training Proposal](#).

Please note that this proposal is for recommended training only. Training courses may be selected by Montebello Bus Lines. New Flyer's training team is happy to advise on selecting the correct training for your needs.

Corresponding prices are not included in the Bus Price.

CONTRACT DELIVERABLES LIST	CUSTOMER TRAINING
CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

New Flyer Supplied Training

DESCRIPTION	COMMENTS	QTY HRS.	SELL PRICE	REQUIREMENT	BILLABLE: Y/N
Operator Orientation		4	\$986.85	Recommended	Y
Maintenance Orientation		4	\$986.85	Recommended	Y
Multiplex System		24	\$5,921.10	Recommended	Y
Entrance & Exit Doors		4	\$986.85	Recommended	Y
Wheelchair Ramp		4	\$986.85	Recommended	Y
Brake Systems and Axles		16	\$3,947.40	Recommended	Y
Air System and ABS		8	\$1,973.70	Recommended	Y
Suspension and Steering		8	\$1,973.70	Recommended	Y
Electric Fan Drive		4	\$986.85	Recommended	Y
Coolant Loop Fill Procedure		4	\$986.85	Recommended	Y
Towing		4	\$986.85	Recommended	Y
Body and Structure		4	\$986.85	Recommended	Y
CNG Fuel System		8	\$1,973.70	Recommended	Y

OEM/Subcontractor Supplied Training

DESCRIPTION	COMMENTS	QTY HRS.	SELL PRICE	REQUIREMENT	BILLABLE: Y/N
Engine Maintenance		16	\$7,020.00	Recommended	Y
Transmission Maintenance		16	\$7,020.00	Recommended	Y
HVAC Maintenance		8	\$4,050.00	Recommended	Y
Fire Suppression/Gas Detection		8	\$2,700.00	Recommended	Y
Destination Sign		8	\$2,700.00	Recommended	Y

Tab 6, Publications Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's **Publications Proposal**.

Please note that Publication Pricing is included in the Bus Price.

CONTRACT DELIVERABLES SHEET	PUBLICATIONS
PRIMARY CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

New Flyer Bus Publications				This is for One XN40 Option Build Only
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Emergency Responder Guide (8.5x11 laminated paper)	9	With First Pilot Bus Delivery	6	Emergency information to be on board each bus
Operator's Guide	9	With First Pilot Bus Delivery	6	
Parts Manual	2	Within 30 Days AFTER Last Bus Delivery	12	
Service Manual	2	Within 30 Days AFTER Last Bus Delivery	6	
Vehicle System Drawings Manual (11x17 3-hole regular paper)	2	Within 30 Days AFTER Last Bus Delivery	6	
Parts Manual Listing	1	Within 30 Days AFTER Last Bus Delivery	6	MS Excel File via email
TIV USB	2	Within 30 Days AFTER Last Bus Delivery	6	Includes Bus Manuals PDF files on USB and OEM manuals identified with *** below
OEM Supplier Publications				This is for One XN40 Option Build Only
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Cummins L9N (CM2380) 2021EPA Engine OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		Parts info avail from Cummins Parts Website Only
Fault Code Troubleshooting Manual (Vol 1 - 4)	2	"	N/A	
Service Manual (Vol 1 - 2)	2	"	N/A	
Operation & Maintenance Manual	2	"	N/A	
Owners Manual	2	"	N/A	
Allison Transmission B300/400/3400xFE Gen 5 OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Service Manual - Gen 4/5	2	"	N/A	*
Parts Manual - Gen 4/5	2	"	N/A	*
Troubleshooting Manual - Gen 4/5	2	"	N/A	*
Principals of Operation Manual - Gen 5	2	"	N/A	*
Quick-Tech Troubleshooting Guide - Gen 5	2	"	N/A	*
Mechanics Tips - Gen 5	2	"	N/A	*
Operator's Manual - Gen 5	2	"	N/A	*
MCC HVAC OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Unit Operation & Service Parts Manual	2	"	N/A	*
Compressor Operation & Service Parts Manual	2	"	N/A	*
EMP Cooling System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
EMP MH4 Cooling System Service Manual	2	"	N/A	*
EMP MH4 Cooling System Troubleshooting Manual	2	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	2	"	N/A	*
Destination Sign OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
AESYS User Manual	2	"	N/A	*
AVA/AVL System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Avail Service Manual	2	"	N/A	*
Arow Global Drivers Door System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
DPS Service and Maintenance Manual	2	"	N/A	*
Amerex GD & FS System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
V25ABC System Operation & Maintenance Manual	2	"	N/A	*
SafetyNet Controller Operation & Maintenance Manual	2	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	2	"	N/A	*
Software User Guides	2	"	N/A	*
Other New Flyer Costs				This is for One XN40 Option Build Only
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (Years)	COMMENTS
Standard Labour Hours required for NF Bus Manual Set Publishing	400	N/A		Not charged to the customer

Tab 7, Tools and Diagnostics Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Tools and Diagnostics Proposal](#).

Please note that this proposal outlines New Flyer's recommended tools and diagnostics package required to maintain the Xcelsior® bus. The package acts as a shopping list for Montebello Bus Lines to select from, as required.

The corresponding prices are not included in the Bus Price.

CONTRACT DELIVERABLES LIST	DIAGNOSTICS & TOOLS
CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

COMMENTS	DESCRIPTION	QUOTED PART #	BID QTY	SELL PRICE	REQUIREMENT	BILLABLE: Y/N
Diagnostic Equipment						
for use with all diagnostic software	Panasonic FZ55 Toughbook Laptop	108658	1	\$3,062.12	Recommended	Y
	Nexiq USB Link 2	6353474	1	\$1,042.31	Recommended	Y
	Cummins Insite Lite (1-year subscription)	6339520	1	\$1,075.88	Recommended	Y
free download from Cummins website	Cummins Insite Software	NPN	1	\$0.00	Recommended	Y
	Allison DOC Premium - 1st Yr subscription download	6469849	1	\$1,103.83	Recommended	Y
	Intelligaire III Diagnostic Software & Cables	6393934	1	\$1,791.42	Recommended	Y
free download from EMP website	EMP Software	NPN	1	\$0.00	Recommended	Y
	Meritor Wabco ABS Software (1-year subscription)	6334596	1	\$391.23	Recommended	Y
provided by Luminator at n/c	Luminator MIE Software	NPN	1	\$0.00	Recommended	Y
free download from Parker-Vansco website	Vansco Software	NPN	1	\$0.00	Recommended	Y
free download from Parker-Vansco website	Smartrider Software	NPN	1	\$0.00	Recommended	Y
	Amerex SafetyNet Software & Interface	6355551	1	\$596.70	Recommended	Y
Special Tools						
	Kit - Lift Tow Universal	6396565	1	\$198.81	Recommended	Y
	Kit - Lift Tow Receivers	6396567	1	\$1,365.05	Recommended	Y
	Xcelsior Flat Tow adapter (2 pcs. Per set)	6395097	1	\$773.17	Recommended	Y
	Assy - Frame Flat Towing	902990	1	\$5,360.85	Recommended	Y
	Jacking Adapters	434434	1	\$946.28	Recommended	Y
	Repair Kit - Disc Brakes & Calipers	6408310	1	\$3,191.58	Recommended	Y
	Torque Multiplier	6314711	1	\$2,590.07	Recommended	Y
	Hub Repair Kit - MAN VOK-07 Frt Axle	6408311	1	\$6,904.16	Recommended	Y
	Optional Hub Removal Hydraulic Tool Kit - MAN VOK-07	6458834	1	\$4,439.96	Recommended	Y
	King Pin Press Kit - MAN VOK-07 Frt Axle	6408312	1	\$11,861.92	Recommended	Y
	Hub Repair Kit - MAN HY1350 RR Axle	6408306	1	\$4,561.29	Recommended	Y
	ABS Sensor R&R Kit - MAN HY1350 RR Axle	6408307	1	\$767.14	Recommended	Y
	Pinion Seal Repair Kit - MAN HY1350 RR Axle	6444302	1	\$2,187.45	Recommended	Y
	Differential Repair Kit - MAN HY1350 RR Axle	6444303	1	\$6,628.47	Recommended	Y
	Optional Tool Kit - MAN HY1350 RR Axle	6444304	1	\$28,363.10	Recommended	Y
	Rebuild Kit - EMP Alternator	6405510	1	\$3,946.60	Recommended	Y
	Coolant System Pressure Tester	660817	1	\$832.05	Recommended	Y
	Kit - Coolant Pressure Fill	6484741	1	\$2,601.03	Recommended	Y
	Adj Tool - Strg Gear Box Press Relief	6465265	1	\$297.07	Recommended	Y
	Depth Punch - Strg Gear Box Press Relief	6465266	1	\$271.30	Recommended	Y
	Flow Meter Tester - Strg Gear Box	140809	1	\$560.32	Recommended	Y
	Puller Tool - Pitman Arm	6394270	1	\$315.82	Recommended	Y
	Alignment Tool - Flex Connector	6360381	1	\$706.52	Recommended	Y
	Kit - Allison Service Tools	6360446	1	\$8,445.79	Recommended	Y
	Eng/Trans Dolly - Universal	086444	1	\$2,575.54	Recommended	Y
	TK R407c A/C Tool Kit	6397159	1	\$21,316.19	Recommended	Y
	Cummins L9N Service Tool Kit	6483729	1	\$23,574.06	Recommended	Y
	Amerex Discharge Hose Blowout Adapter	052132	1	\$114.44	Recommended	Y
	Amerex Fire Alarm/Simulator Module	135582	1	\$274.64	Recommended	Y
	Amerex Calibration Kit - AMGaDS III	6459321	1	\$1,306.15	Recommended	Y
	CNG Tank Valve Installation Tool	6467614	1	\$1,882.79	Recommended	Y

Tab 8, Drawings

Solicitation Requirements:

Provide floor plan drawings.

New Flyer Response:

Please see the attached drawings, as requested:

- **DWG 854310, Seating Layout, Lower Deck**
- **DWG 854312, Seating Layout, Upper Deck**
- **DWG 839550, Elevation**

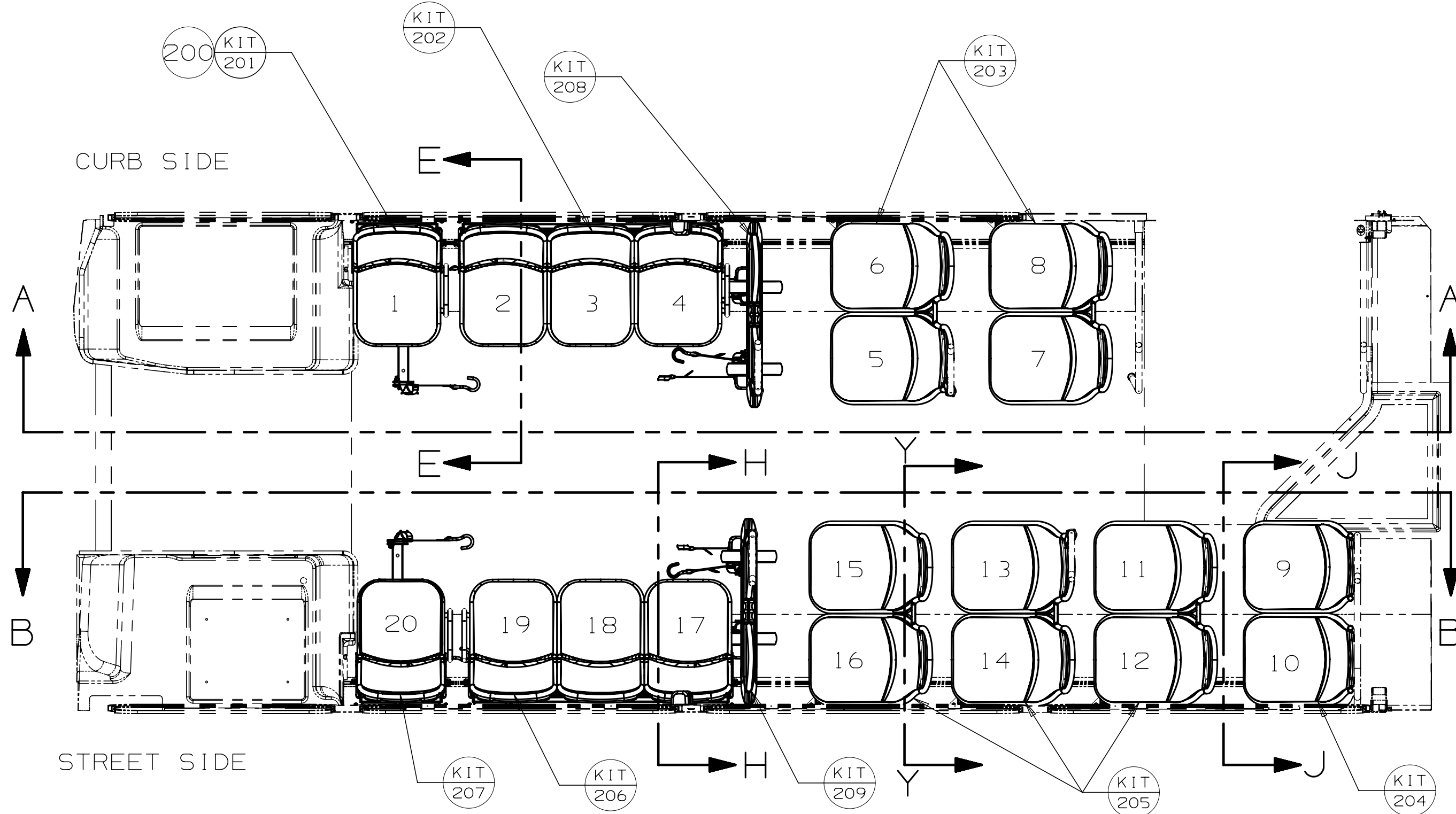
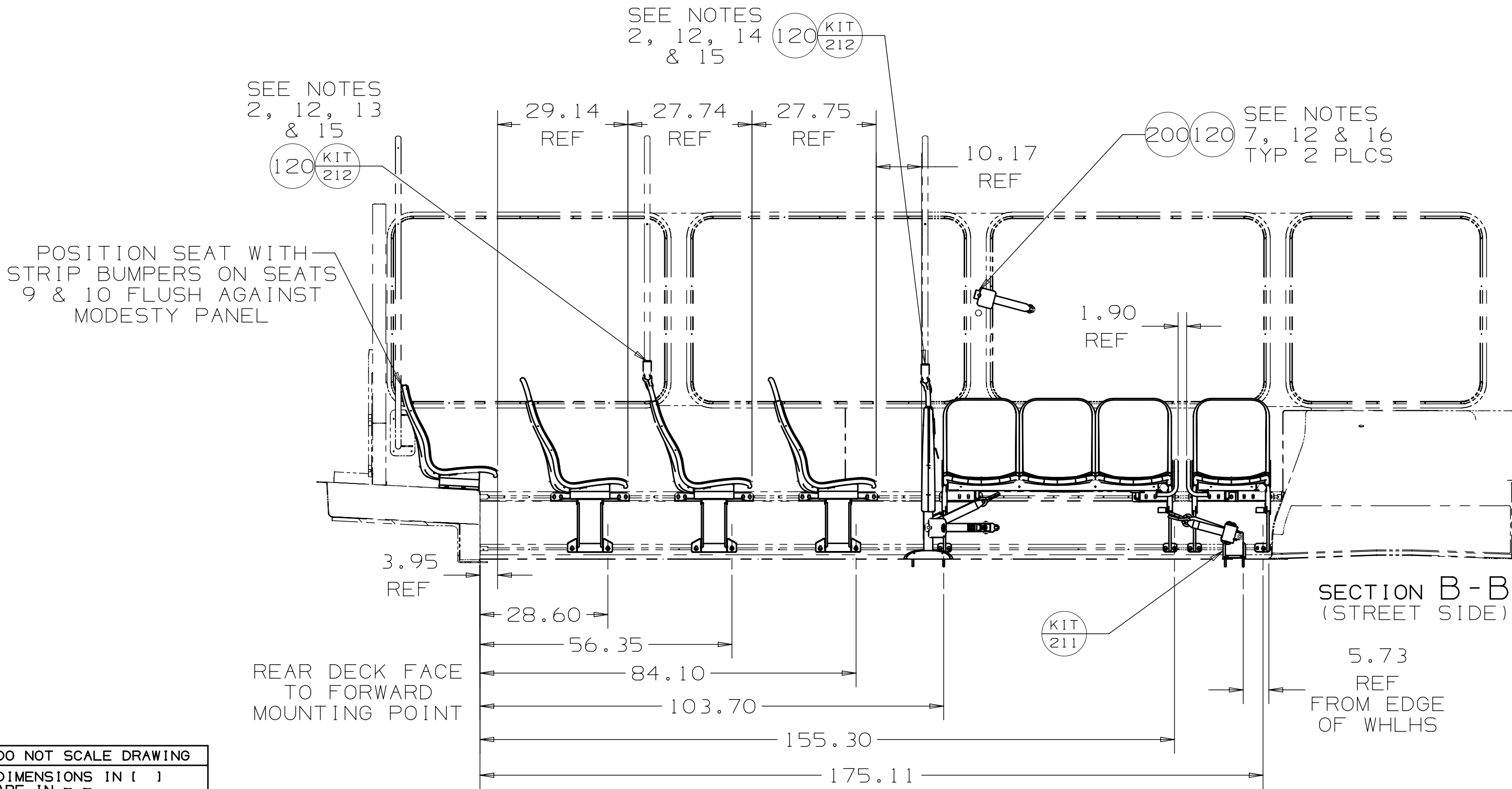
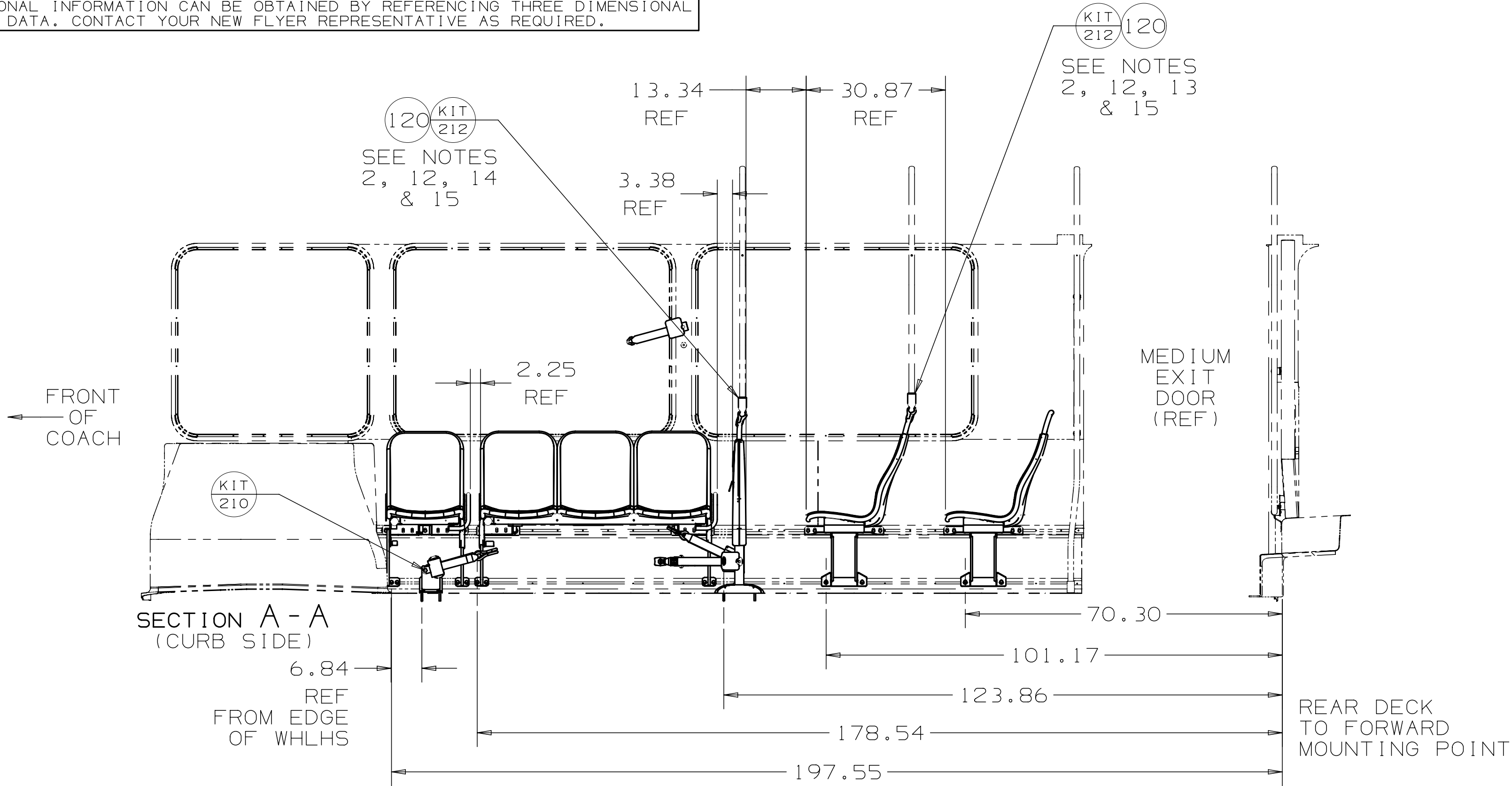
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NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

EXHIBIT A.3

DRAWING N°
854310



DESIGN REF NOTES:

- AMSECO VISION SEATS WITH CANTILEVER MOUNTING EXCEPT SEATS 9 & 10
- STAINLESS STEEL GRABRAILS
- W/C RESTRAINT BELTS W/ FOOT PEDAL RELEASE
- W/C BARRIERS W/ REMOTE RELEASE
- BELTS ARE Q'STRAIT, J-HOOK TYPE
- SQUARE TOUCH PAD ON 3P STREET & CURB SIDE LONGITUDINAL FLIP-UP SEATS
- STREETSIDE MODESTY PANEL
- FOR 40' XCELSIOR
- DIESEL, DIESEL ELECTRIC, CNG
- MEDIUM EXIT DOOR

SEE NOTE 4

1	EA	200	854309	KIT-SEATING L/D VISION	-
0.010	EA	120	081034	LOCTITE-243 MEDIUM IOML	-
64	EA	79	356596	T-BOLT-SEAT MOUNTING	0.05 LBS
8	EA	77	20B06024	BOLT SST 3/8 UNC X 1.5 LG	-
12	EA	36	20B06032	BOLT-HEX SST 3/8UNC 2.00	-
64	EA	32	8410536	NUT-CRN 3/8UNC GR5	0.03 LBS
148	EA	30	50W06000	WASHER FLAT SS 3/8 NOM	-
QTY	U/M	ITEM	PART NO.	DESCRIPTION	WEIGHT
MATERIAL		UNSPEC'D TOLS.	DEC. IN.	TITLE	
WEIGHT		.X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TMPLT-SEATING L/D VISION	
TREATMENT		SIMILAR TO 637864		PART N° 854310	
NONE				NEW FLYER	
				SCALE 1:20	SHEET 1 OF 3

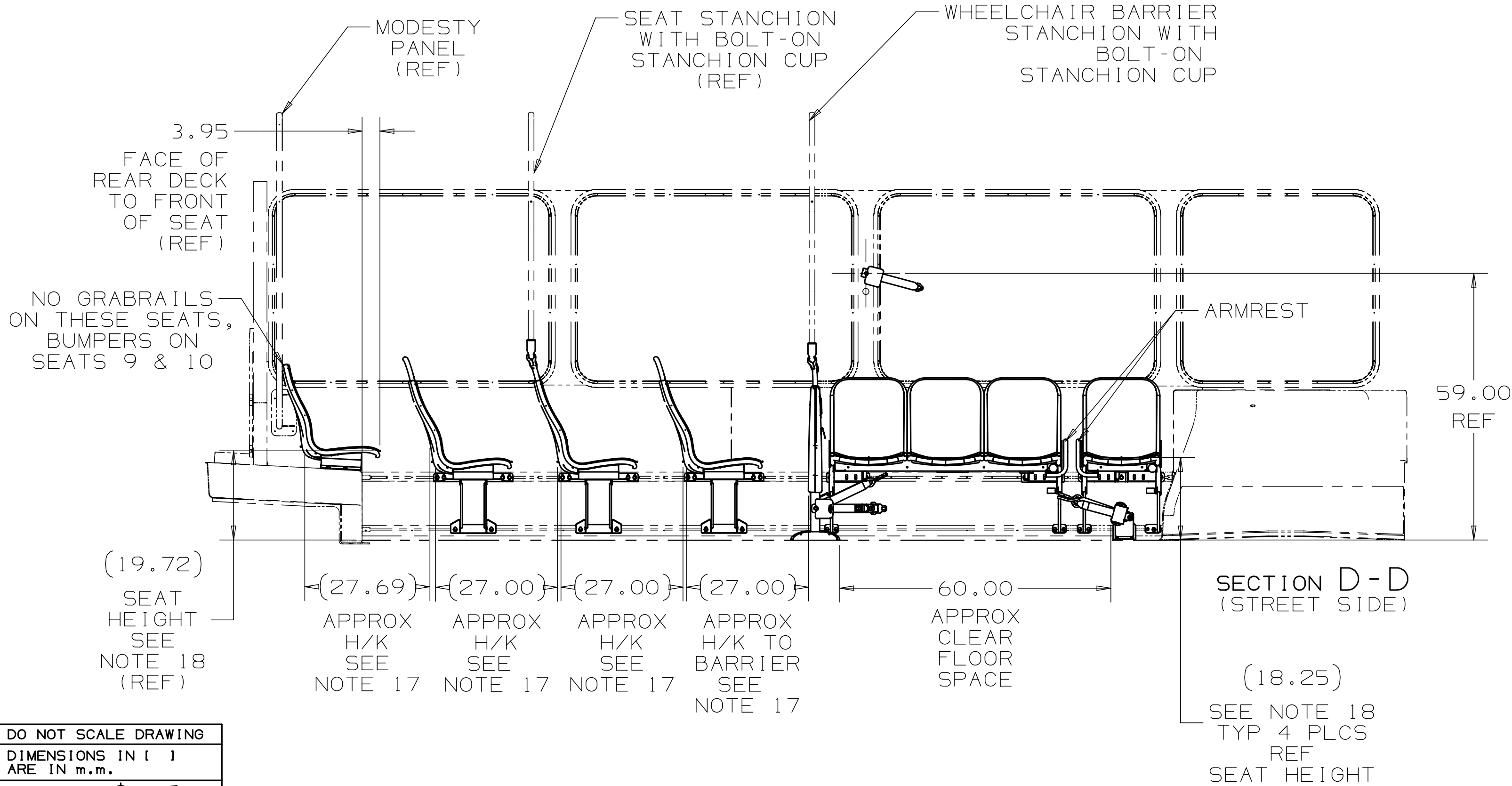
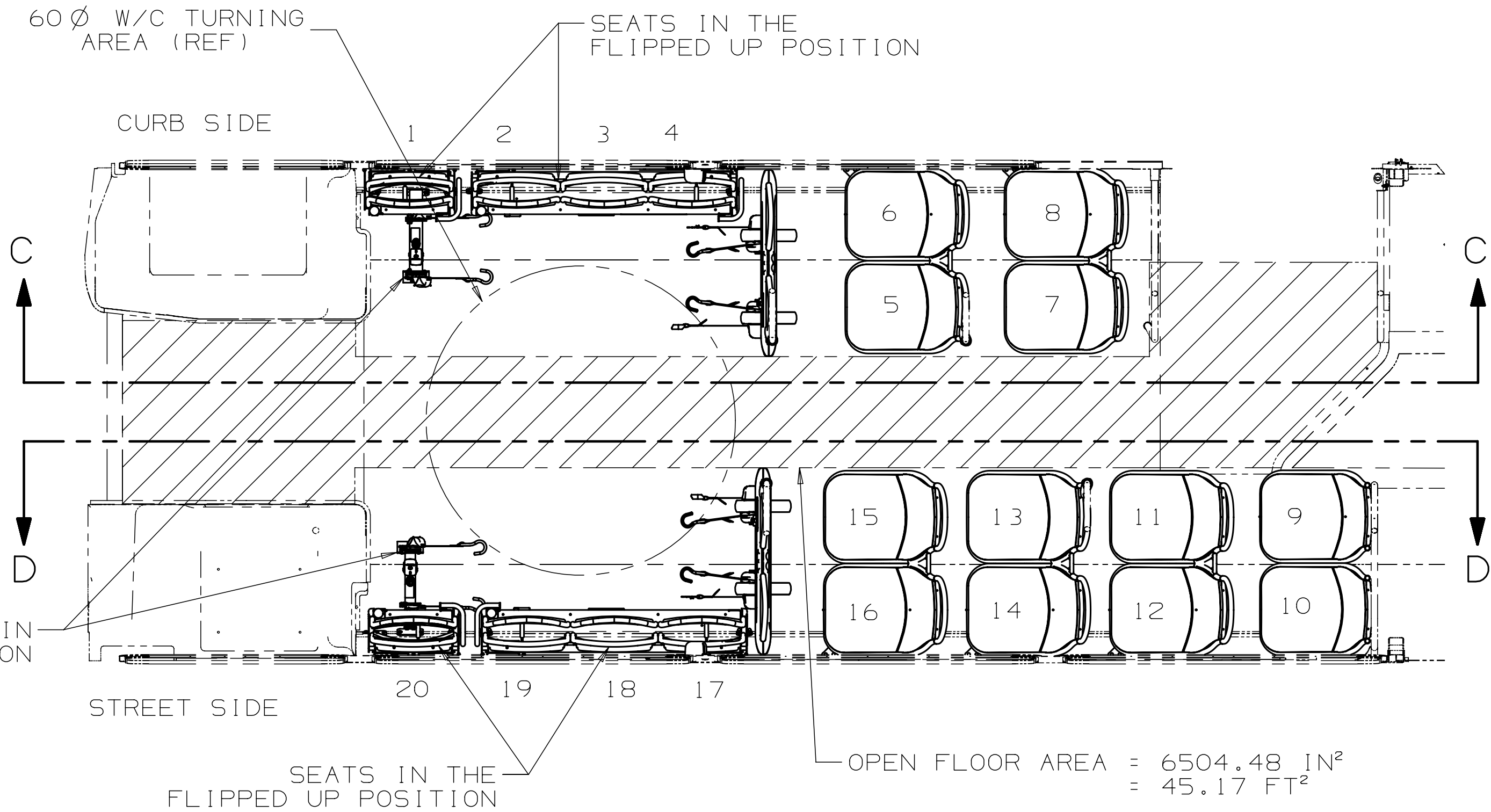
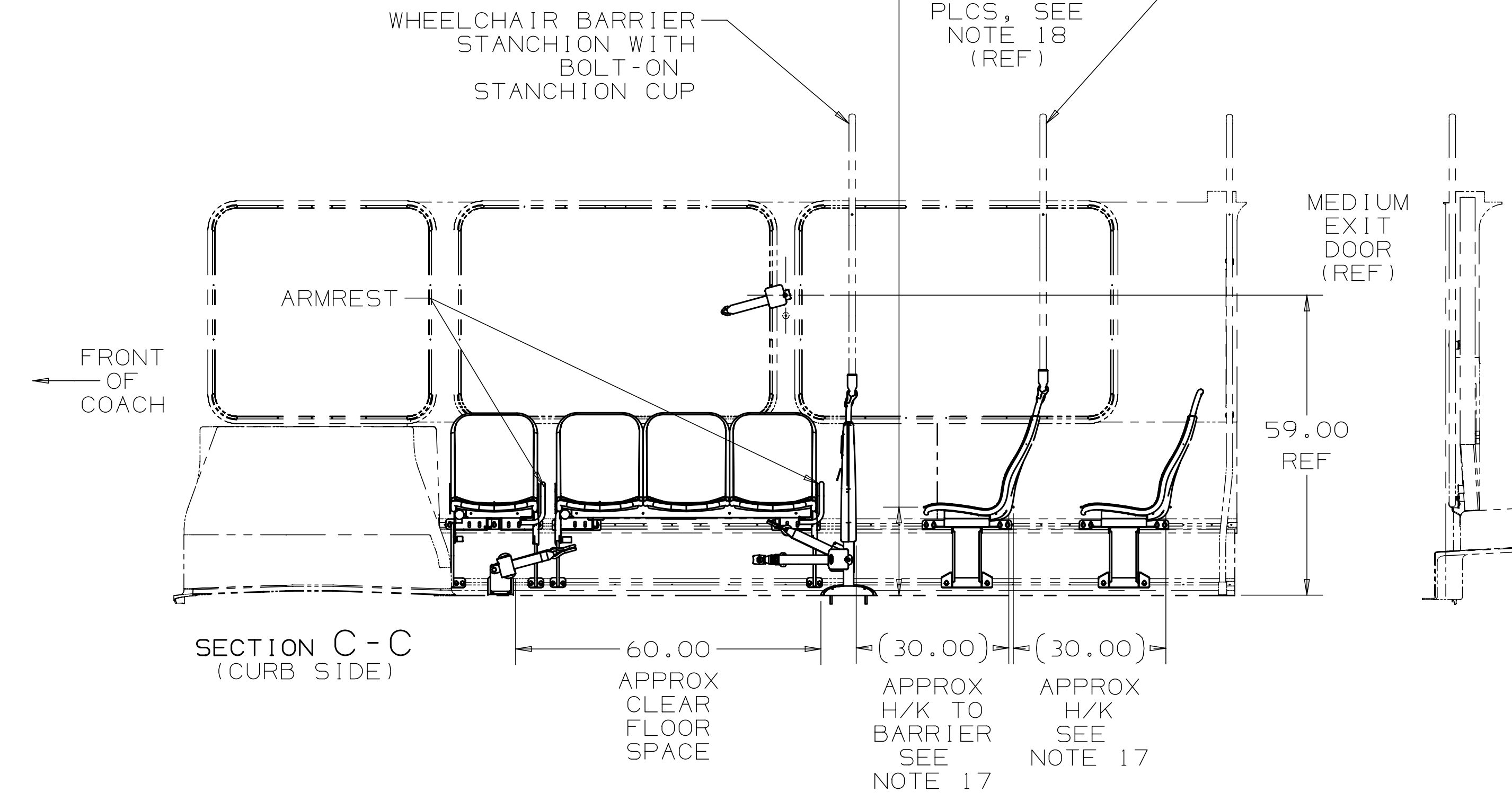
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DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	B	1) UPDATED VENDOR PART GEOMETRY FOR KIT ITEM 207 2) ALL DIMENSIONS AND VIEWS UPDATED ACCORDINGLY
01-SEP-20	REV	DESCRIPTION
		ECO
		ECN-158876

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NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

DRAWING N°
854310



NOTES:

- 17) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE HIP TO KNEE WITH VR-50 INSERT, SUBTRACT A 1/2" FROM THE HIP TO KNEE DIMENSION FOR PADDED INSERTS (1/2" OR 1-1/4"). REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 18) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE SEAT HEIGHT WITH VR-50 INSERT. ADD 1/2" TO THE SEAT HEIGHT DIMENSION FOR 1/2" PADDED INSERTS AND 1-1/8" FOR 1-1/4" PADDED INSERTS RESPECTIVELY. REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 19) ALL H/K DIMENSIONS HAVE ±.50" TOLERANCE WHERE H/K = HIP TO KNEE.

DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	B SEE SHEET 1	ECN-158B76
01-SEP-20	REV	DESCRIPTION ECO

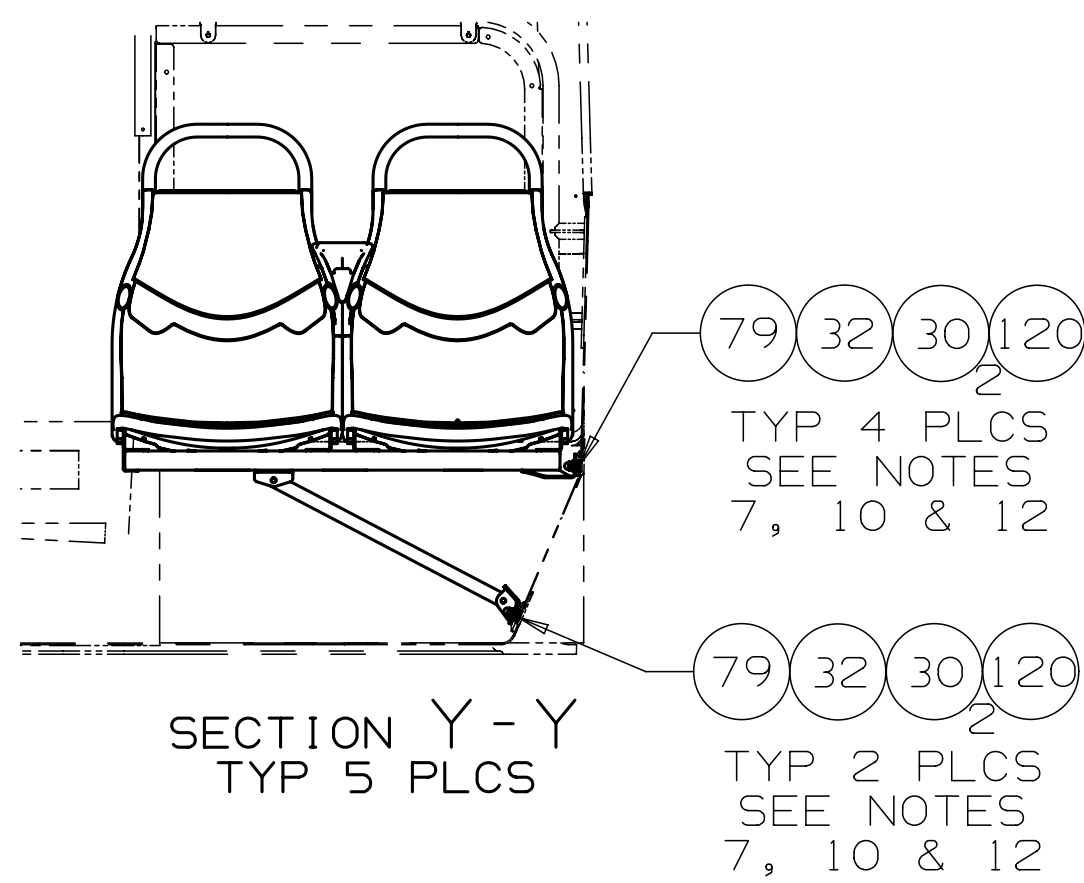
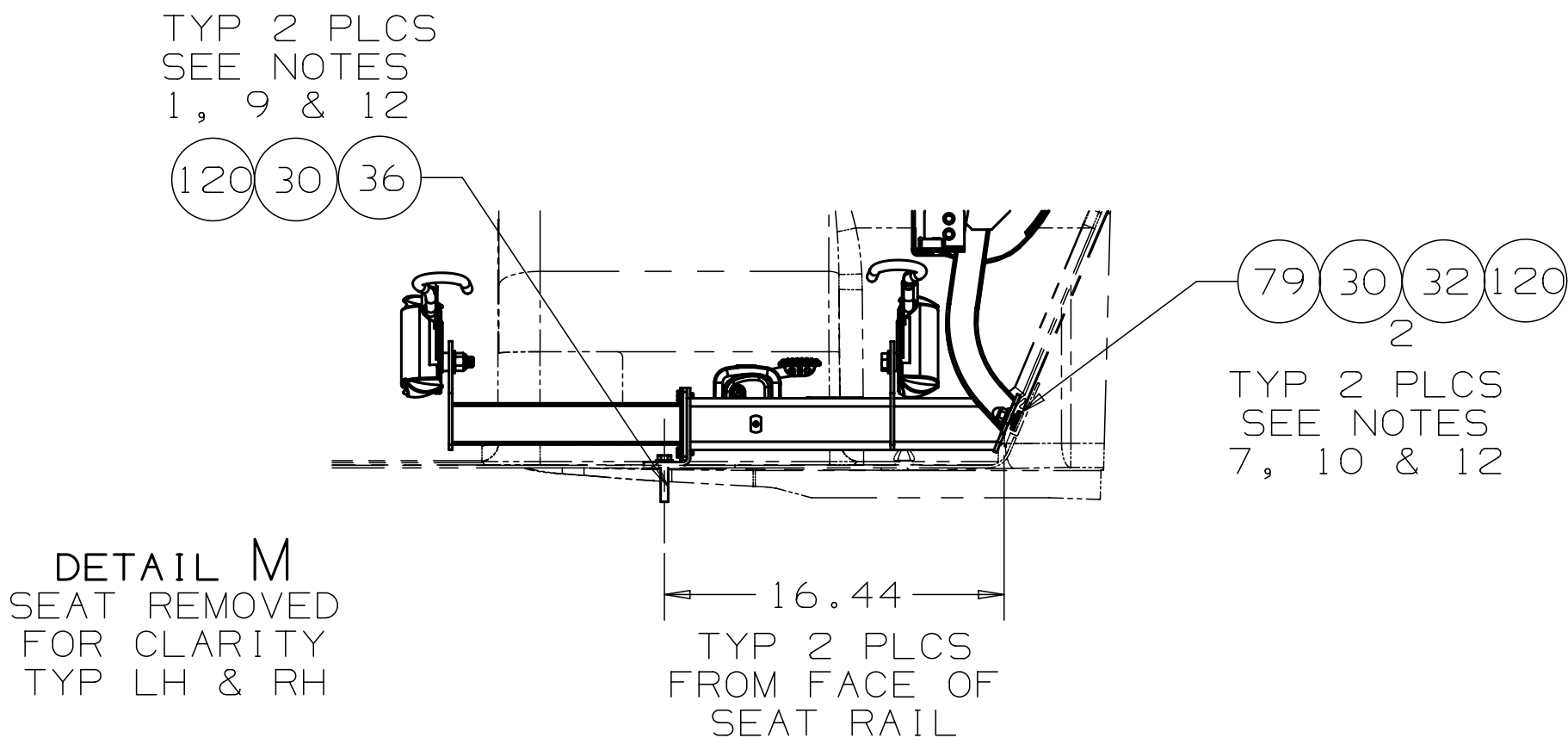
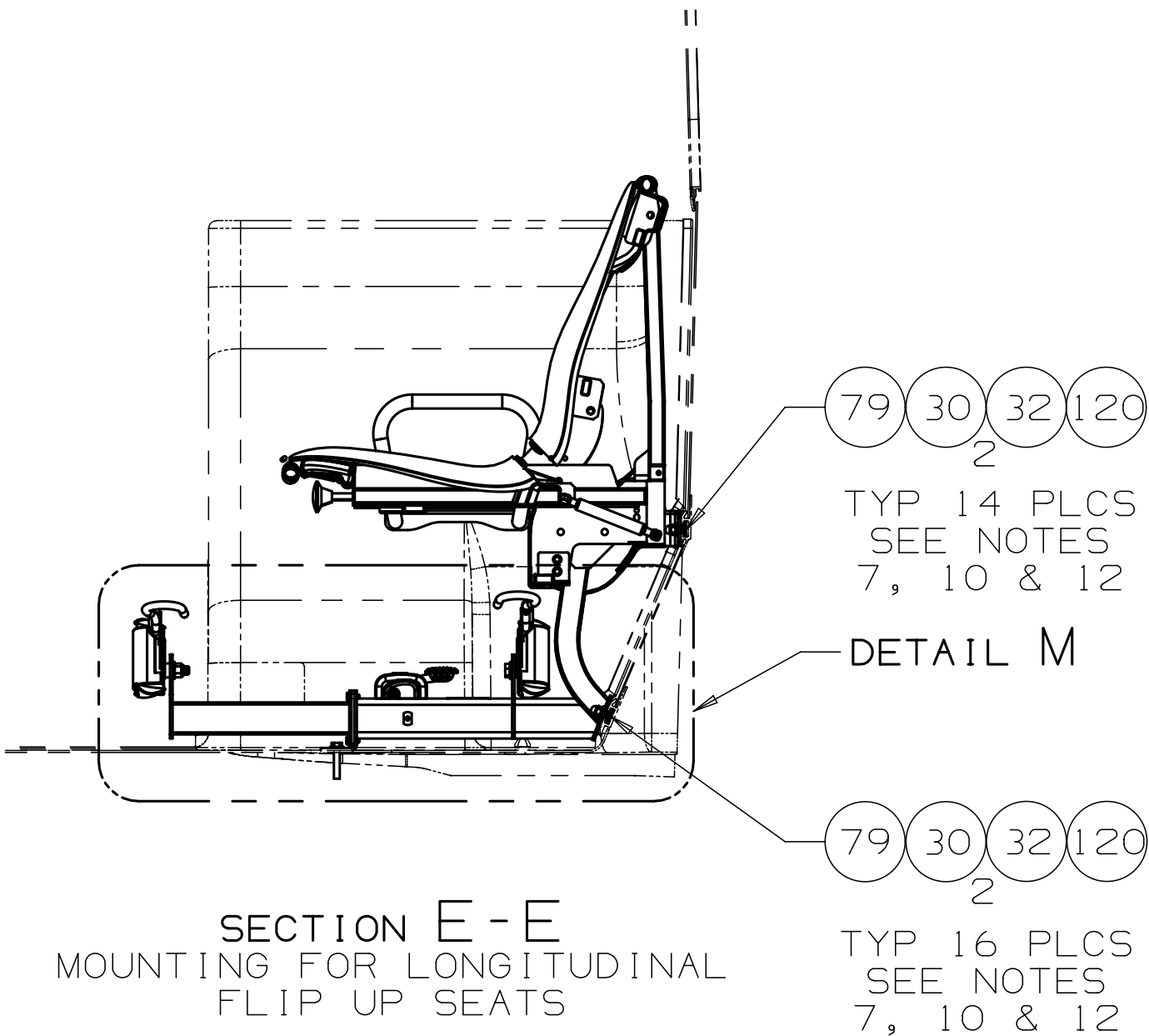
MATERIAL	UNSPEC'D TOLS.	DEC. IN.	TITLE		
WEIGHT "	.X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TMPLT-SEATING L/D VISION		
				PART N° 854310	
TREATMENT NONE	SIMILAR TO 637864		NEW FLYER		
			SCALE 1:20	D	SHEET 2 OF 3
					(NX)

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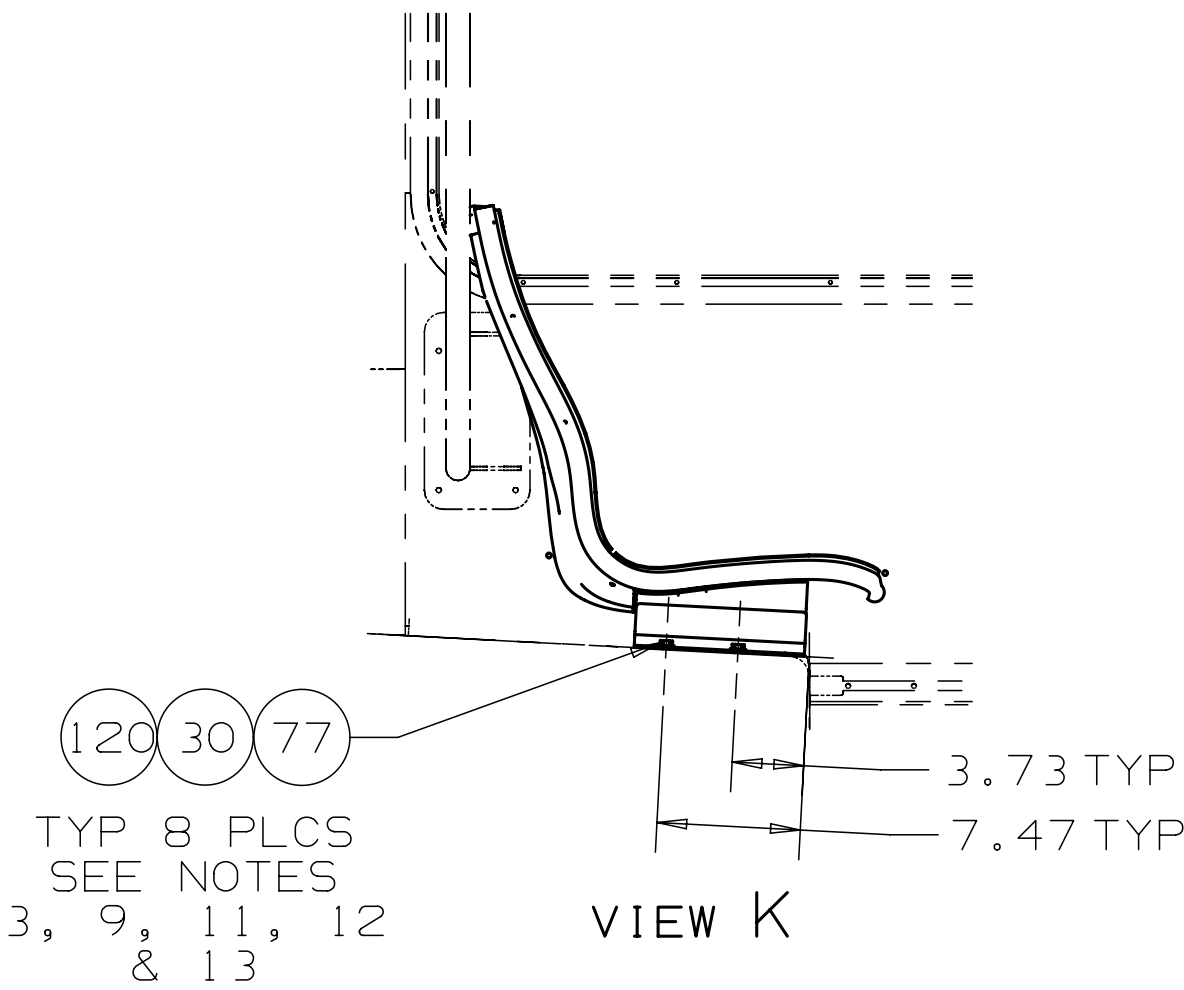
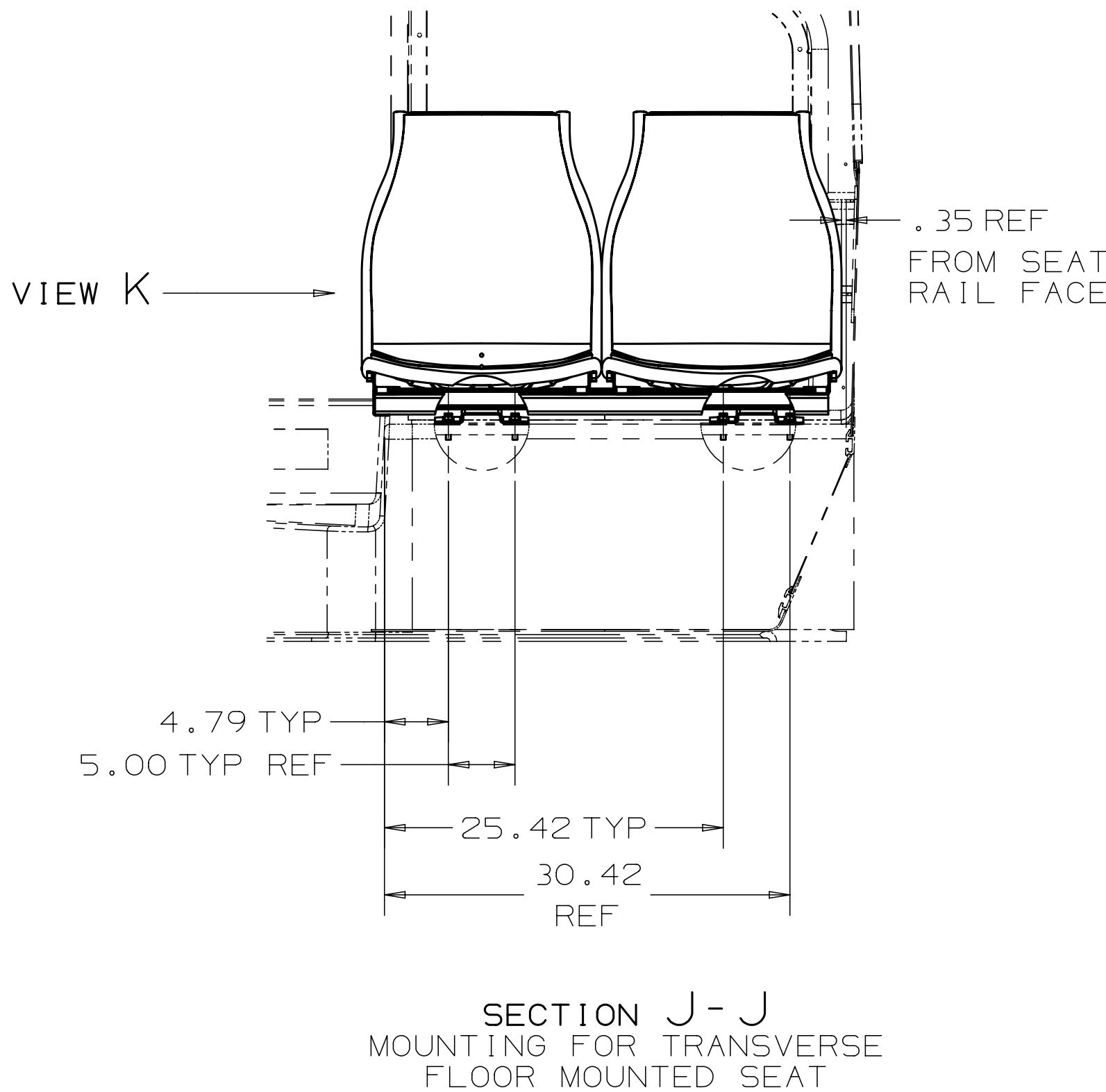
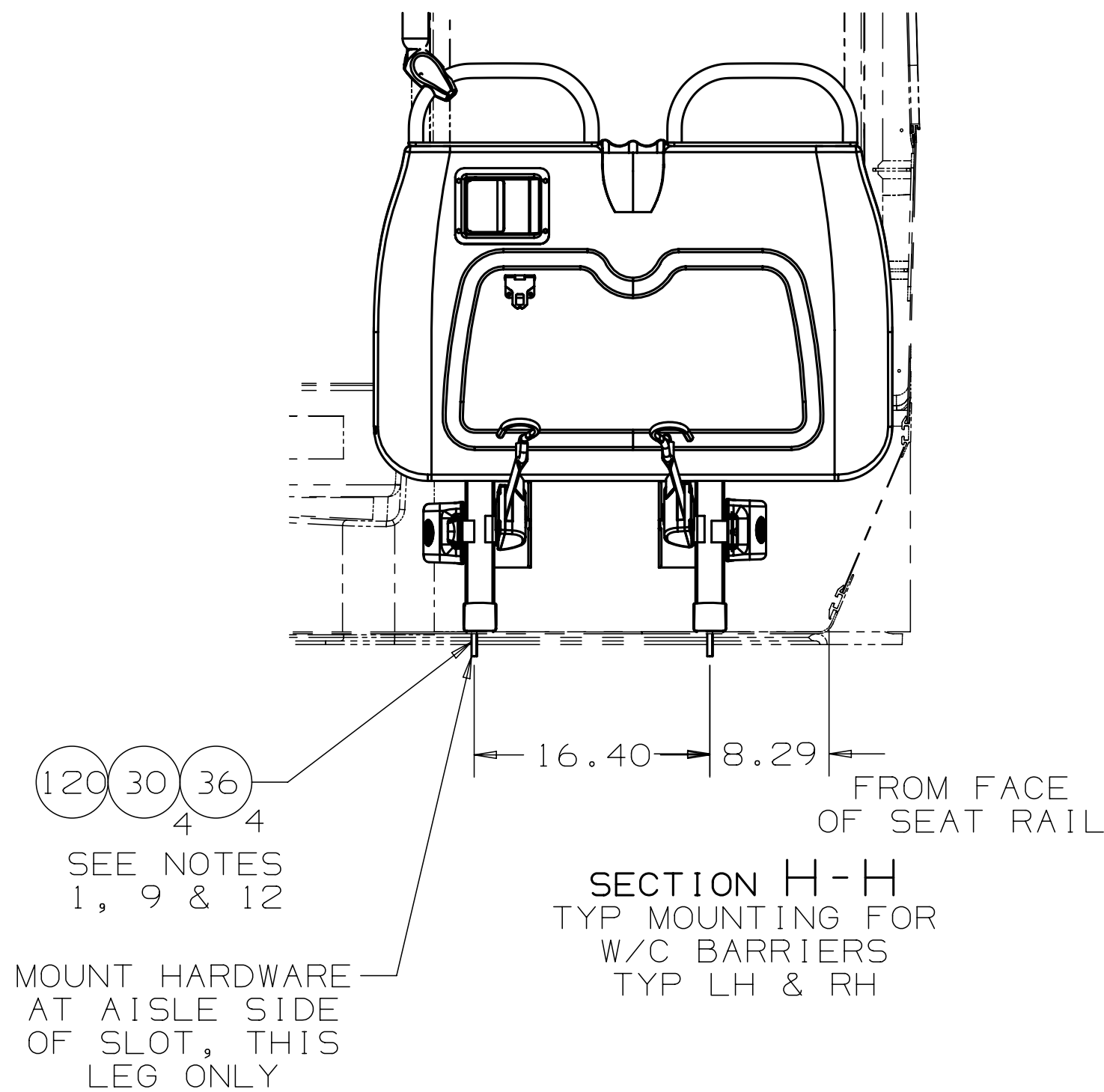
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NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

DRAWING N°
854310



- NOTES (WHERE APPLICABLE):
1. DRILL .312 PILOT HOLE AND TAP FOR 3/8-16 HARDWARE.
 2. ADJUST THE ANGLE ON THE SEAT BOLT-ON STANCHION CUP SO THAT THE STANCHION IS VERTICAL. REFER TO VENDOR DRAWING FOR INSTALLATION INSTRUCTIONS FOR MOUNTING STANCHION CUP TO SEAT GRABRAIL.
 3. REFER TO SEAT VENDOR DRAWINGS FOR MORE DETAILS WITH REGARDS TO INSTALLING SEATS AND RESTRAINTS
 4. KIT 854309 IS A TEMPLATE. REFER TO ORACLE BOM FOR CONTRACT SPECIFICATIONS.
 5. SALES TO SEND SEAT SPECIFICATION DRAWING 265402-XXXX TO CUSTOMER, WHERE XXXX IS THE CONTRACT SR NUMBER.
 6. ALL H/K DIMENSIONS HAVE $\pm .50$ TOLERANCE, WHERE H/K = HIP TO KNEE.
 7. TORQUE HARDWARE TO 35 FT-LBS.
 8. SPLIT BALLOONS SUCH AS ^{KIT}XXX REFER TO ITEM XXX IN KIT ITEM 200. ALL SPLIT BALLOONS ARE REFERENCED ITEMS.
 9. TORQUE HARDWARE TO 17 FT-LBS.
 10. SLIDE ALL REQUIRED SEAT-RAIL BOLT-ANCHORS (ITEM 79) WITHIN SEAT-RAIL OPENINGS PROVIDED ON CS AND SS.
 11. ALL MOUNTING HARDWARE HAVE PILOT HOLES DRILLED THROUGH FLOORING AND PLYWOOD TO LOCATE WELD NUTS ON THE BONDED TAPPING PLATES.
 12. APPLY 1 TO 2 DROPS OF LOCTITE (ITEM 120) TO THE INNER THREADS OF THE HARDWARE. IF LOCTITE IS ALREADY SUPPLIED WITH HARDWARE, NO LOCTITE WILL BE REQUIRED. IF HARDWARE IS LOOSENEED FOR ADJUSTMENTS, RE-APPLY NEW LOCTITE TO THREADS OF HARDWARE
 13. SEE STANCHION CUP DWG 395198 FOR INSTALLATION INSTRUCTIONS.
 14. SEE STANCHION CUP DWG 322347 FOR INSTALLATION INSTRUCTIONS.
 15. TRIM STANCHION TO FIT, ENSURE THAT STANCHION IS NOT CUT TOO SHORT & THAT IT FITS TIGHTLY IN TEE CLAMPS
 16. USE HARDWARE SUPPLIED BY VENDOR TO MOUNT SHOULDER HARNESS ONTO EXISTING 7/16-20 THREADED TAPPING PLATE STUD. INSTALL VENDOR SUPPLIED SPRING WASHER (VENDOR P/N Q6-6563) BETWEEN THE RESTRAINT AND THE WALL MOUNT WITH RAISED INNER DIAMETER TOWARDS RESTRAINT. DO NOT INSTALL VENDOR SUPPLIED LOCK WASHER (VENDOR P/N Q8-6510) AND NYLON WASHER (Q5-6562) IF PROVIDED.

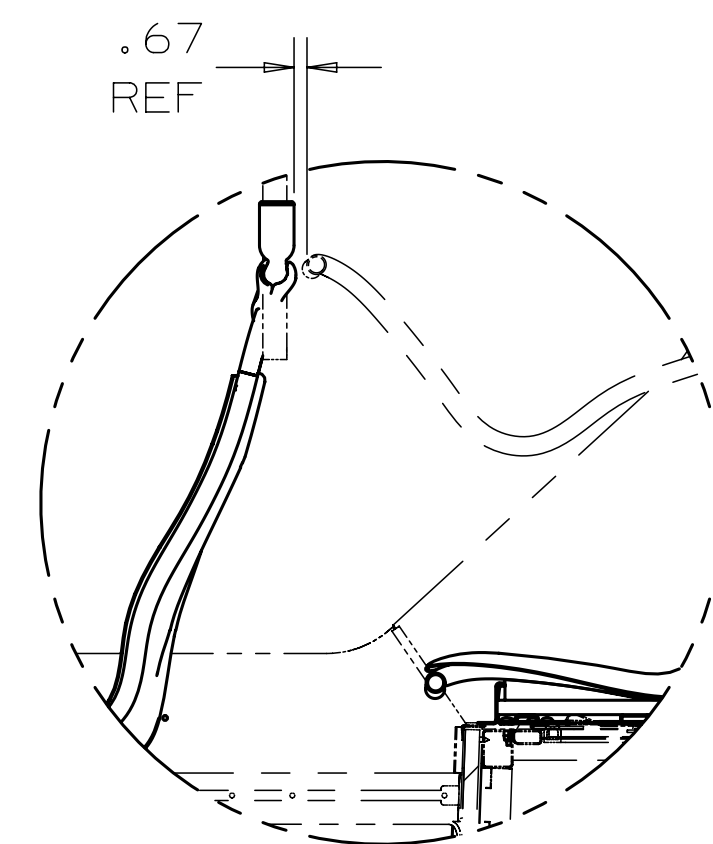
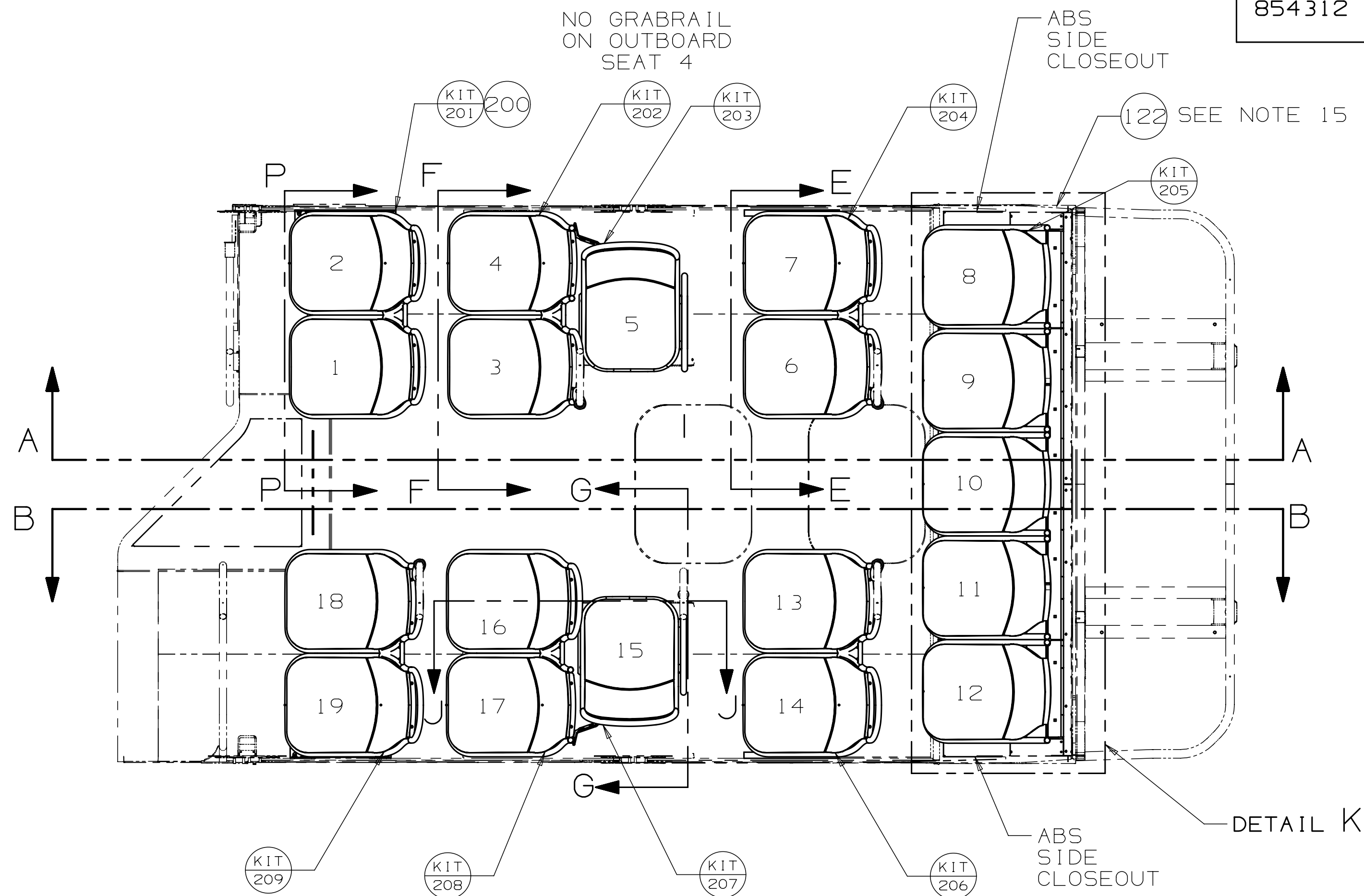
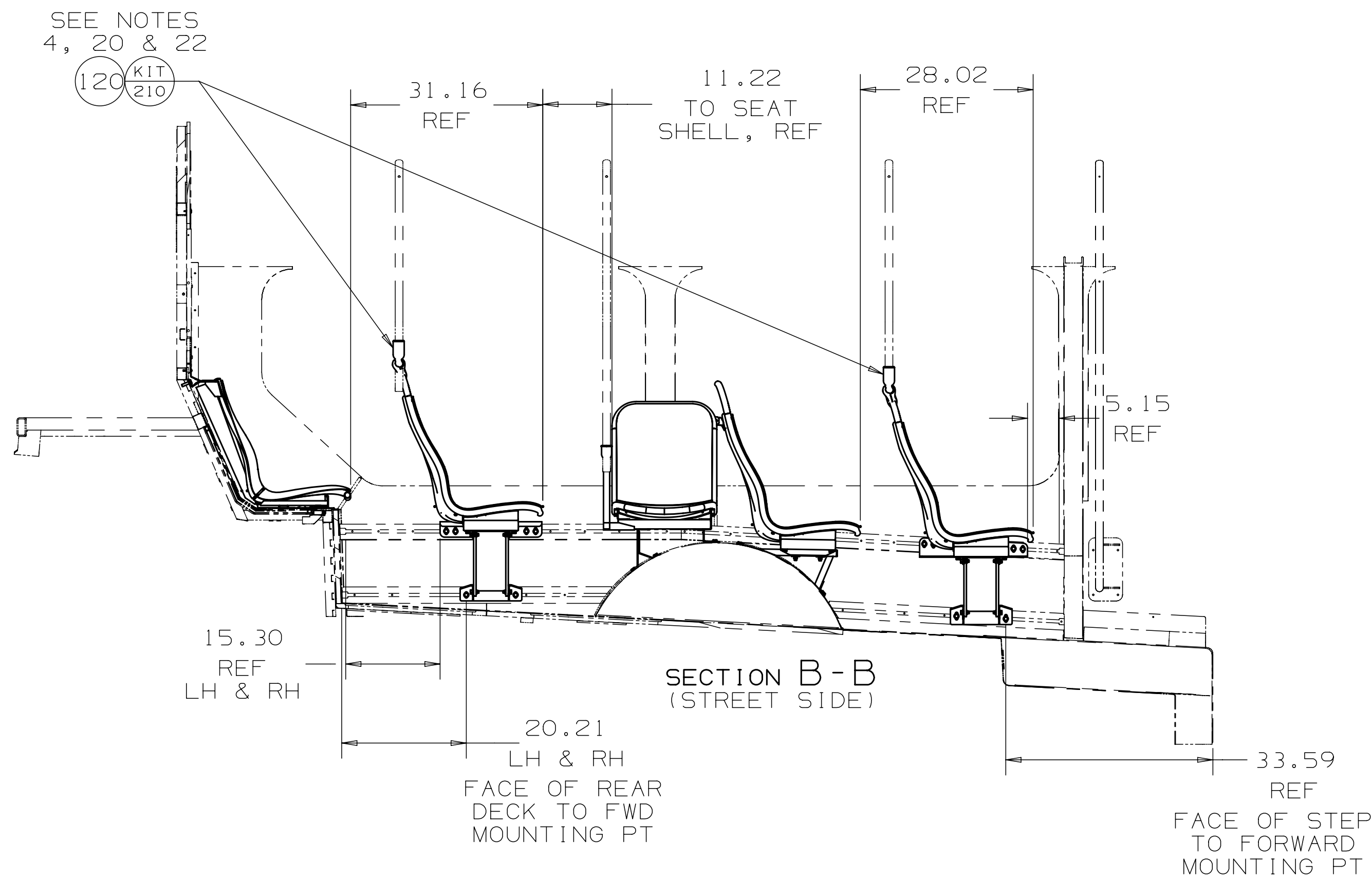
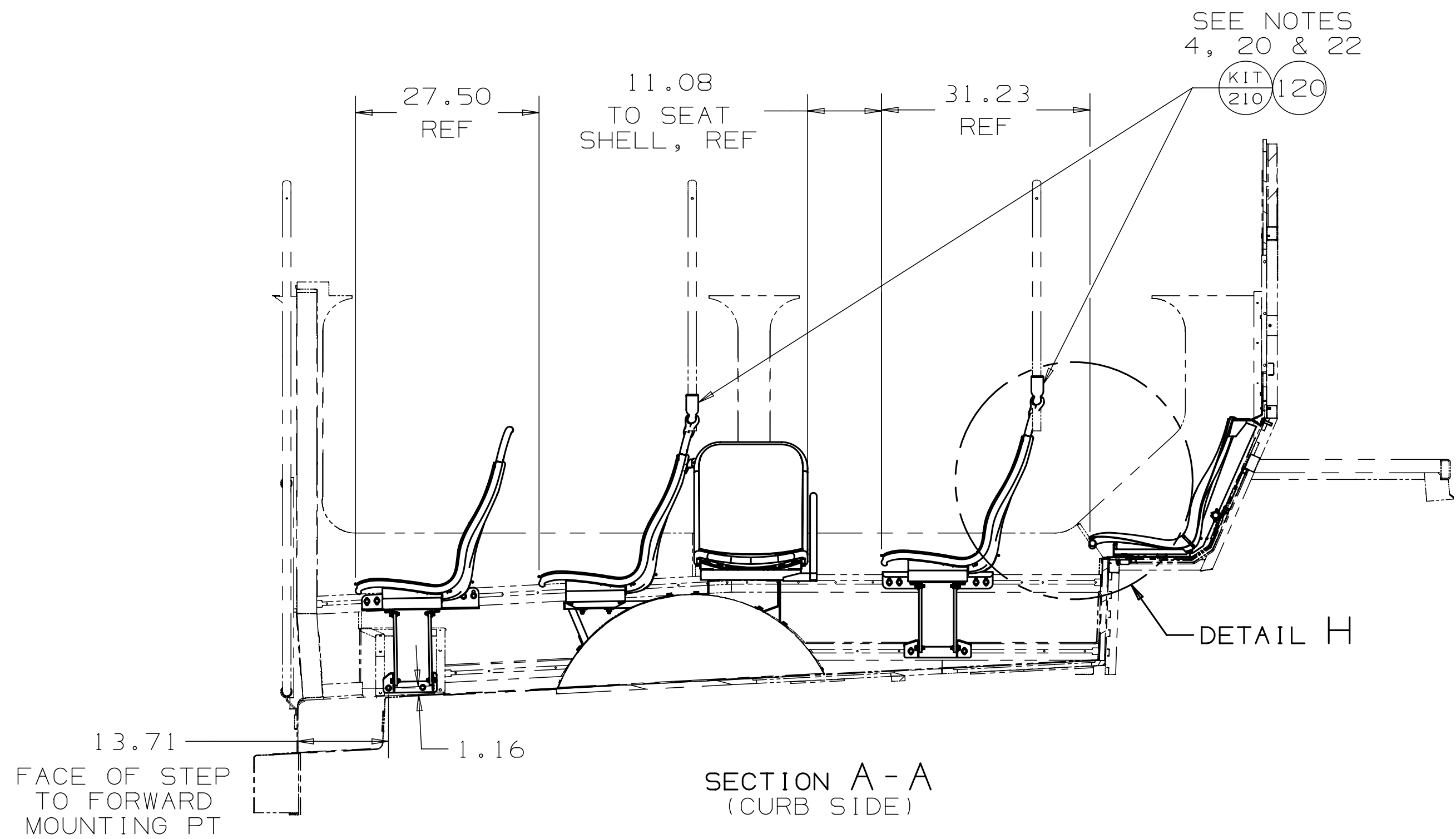


DO NOT SCALE DRAWING		
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DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	B SEE SHEET 1	ECN-158876
01-SEP-20	REV	DESCRIPTION ECO

MATERIAL	UNSPEC'D TOLS.	DEC. IN.	TITLE		
	.X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TMPLT-SEATING L/D VISION		
WEIGHT -				PART N° 854310	
TREATMENT NONE	SIMILAR TO 637864		NEW FLYER		
			SCALE 1:10		D
			SHEET 3 OF 3		
			(NX)		

REPORT ALL ERRORS TO ENG. DEPT.

ADDITIONAL INFORMATION CAN BE OBTAINED BY REFERENCING THREE DIMENSIONAL DESIGN DATA. CONTACT YOUR NEW FLYER REPRESENTATIVE AS REQUIRED.



DETAIL H
SCALE 1:10

SEE NOTE 6

DESIGN REFERENCE NOTES:

- AMERICAN SEATING VISION
- SEATS W/ CANTILEVER MOUNTING
- STAINLESS STEEL GRABRAILS
- STAINLESS STEEL ARMRESTS
- STREETSIDE MODESTY PANEL

- FOR ALL XCELSIOR COACH LENGTHS
- DIESEL, DIESEL ELECTRIC, CNG
- NON REAR WINDOW

1	EA	200	854311	KIT-SEATING U/D VISION	
1.000	FT	122	003502	CHANNEL-U RBR 1/2LX1/4W	
1.000	ML	121	242702	ADHESIVE-SIKA 221 WHITE	
0.010	EA	120	081034	LOCTITE-243 MEDIUM IOML	
22	EA	79	356596	T-BOLT-SEAT MOUNTING	0.05 LBS
30	EA	78	20B06020	BOLT SS 3/8 X 1.25 L	
24	EA	75	34S04016	SCREW 1/4-20 X 1.0	
32	EA	73	50W04000	WASHER-FLAT 1/4 NOM	
4	EA	68	34S04012	SCREW-TPG 1/4-3/4	
16	EA	44	382839	SCREW-TAMPER PR #10 TPG 1.25 LG	
13	EA	43	14S06024	SCREW MACH 3/8-16 X 1.5"	
4	EA	41	34S04020	SCREW TPG 1/4 X 1 1/4 LG	
30	EA	35	50N06000	NUT SST 3/8 UNC	
22	EA	32	8410536	NUT-CRN 3/8UNC GR5	0.03 LBS
117	EA	30	50W06000	WASHER FLAT SS 3/8 NOM	
QTY	U/M	ITEM	PART NO.	DESCRIPTION	WEIGHT

MATERIAL N/A		UNSPEC'D TOLS.	DEC. IN.	TITLE	
WEIGHT N/A		.X .XXX HOLE DIA. BEND RADII. ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	 TEMPLT-SEATING U/D VISION	
TREATMENT NONE		SIMILAR TO 637869		 NEW FLYER	PART N° 854312
				SCALE 1:16	D SHEET 1 OF 4

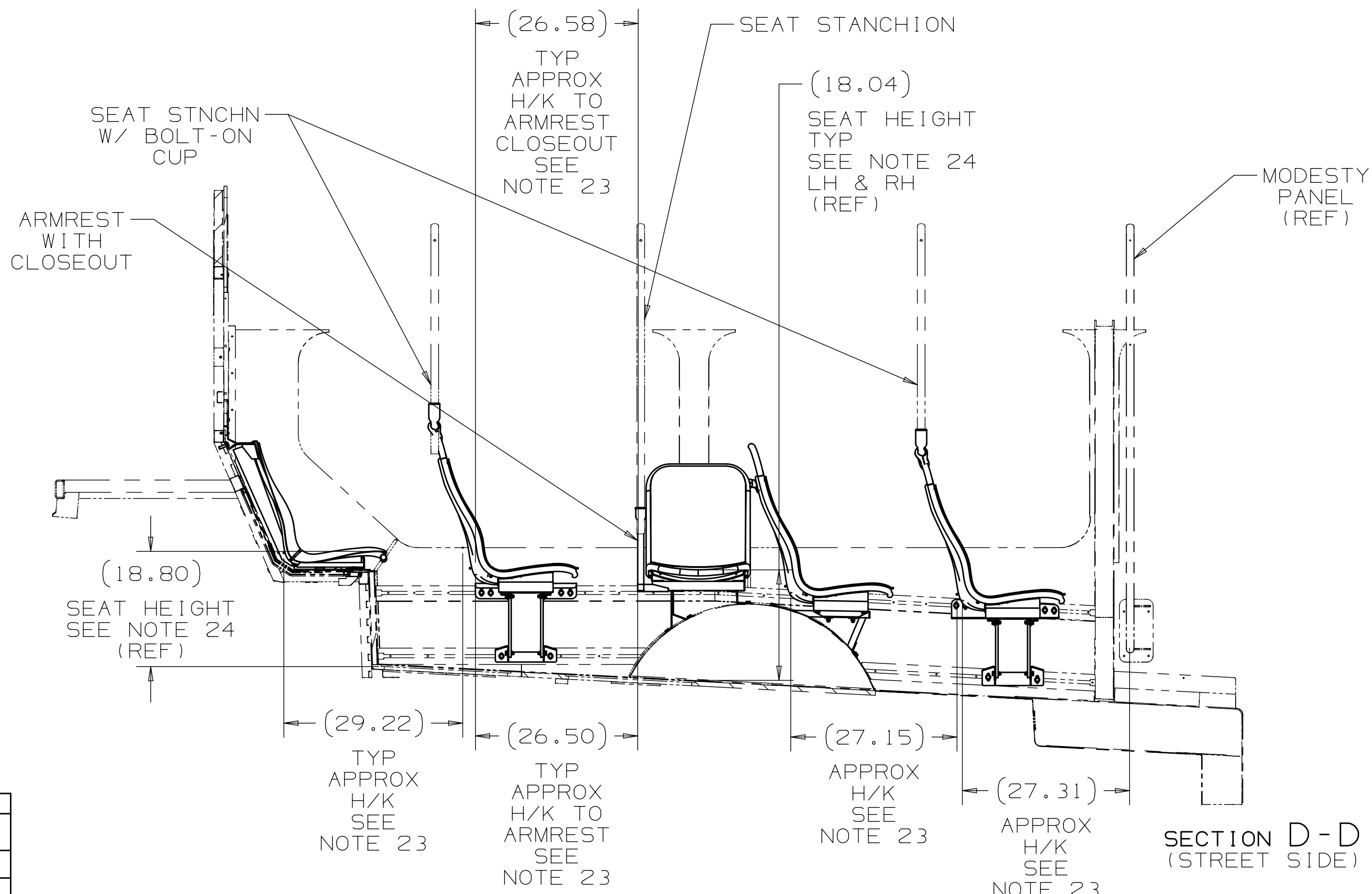
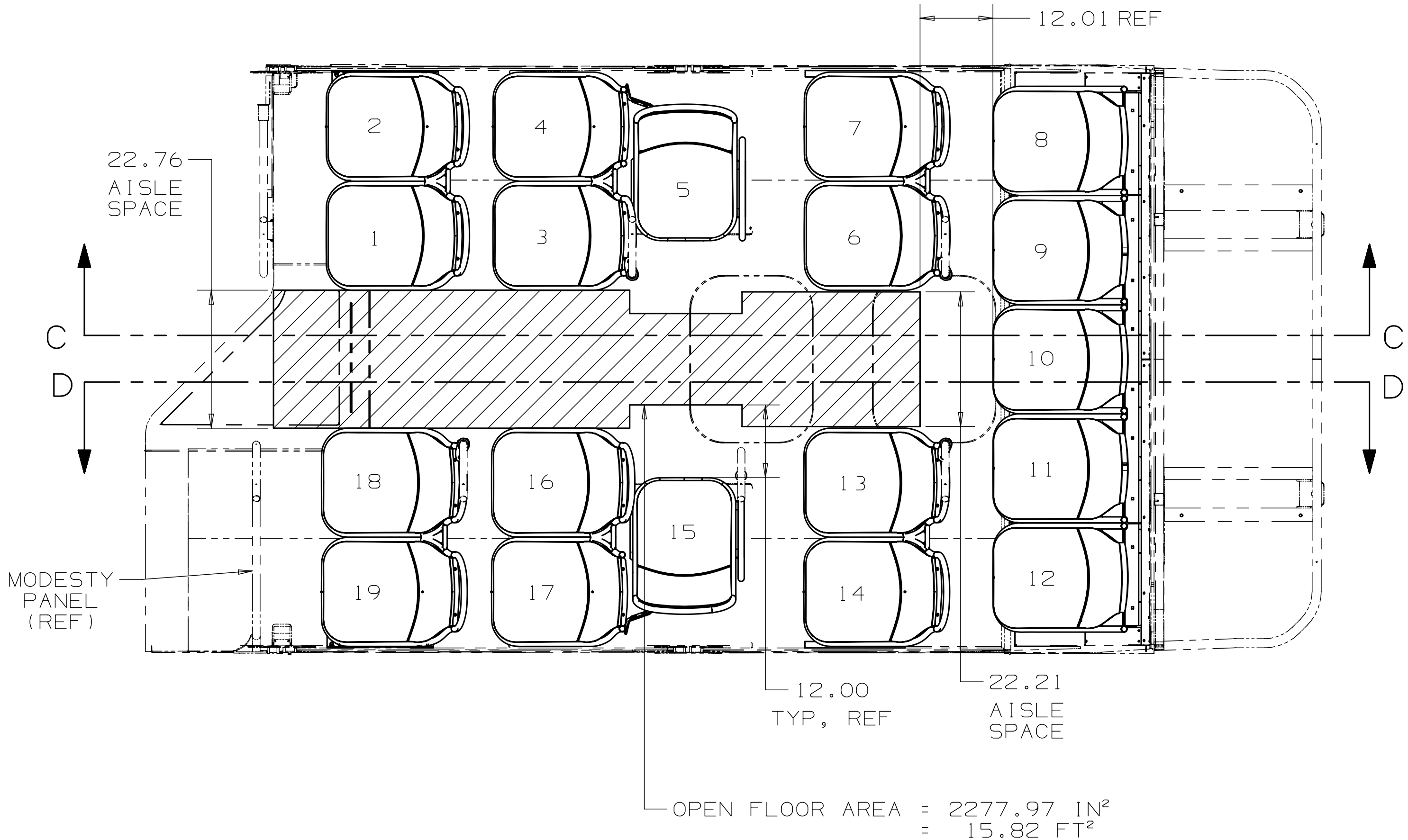
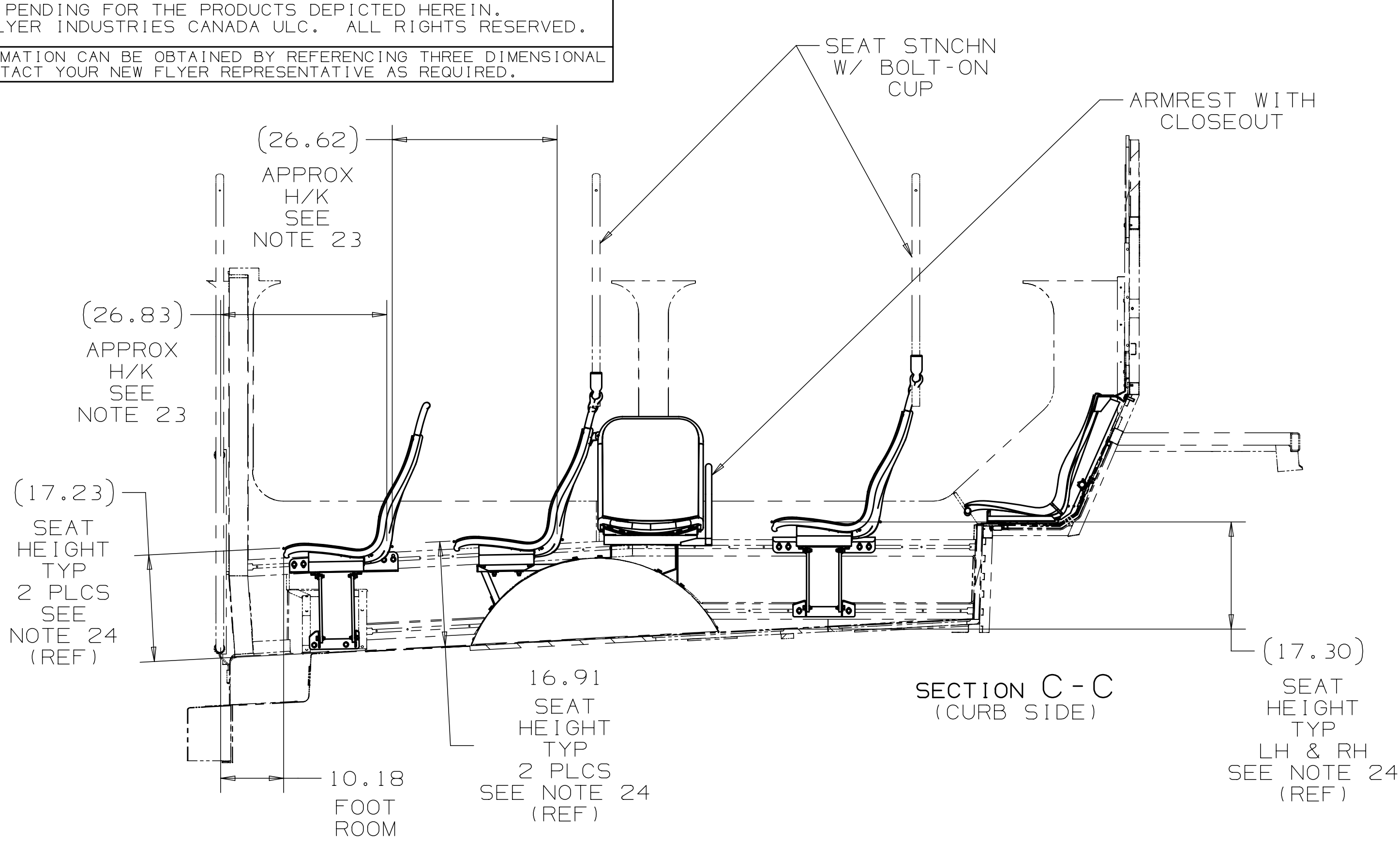
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NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

DRAWING N°
854312



NOTES:

- 23) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE HIP TO KNEE WITH VR-50 INSERT. SUBTRACT A 1/2" FROM THE HIP TO KNEE DIMENSION FOR PADDED INSERTS (1/2" OR 1-1/4"). REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 24) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE SEAT HEIGHT WITH VR-50 INSERT. ADD 1/2" TO THE SEAT HEIGHT DIMENSION FOR 1/2" PADDED INSERTS AND 1-1/8" FOR 1-1/4" PADDED INSERTS RESPECTIVELY. REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 25) ALL H/K DIMENSIONS HAVE ±.50" TOLERANCE WHERE H/K = HIP TO KNEE

DO NOT SCALE DRAWING		
DIMENSIONS IN () ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)		
05-JUN-20	REV	DESCRIPTION
		ECO

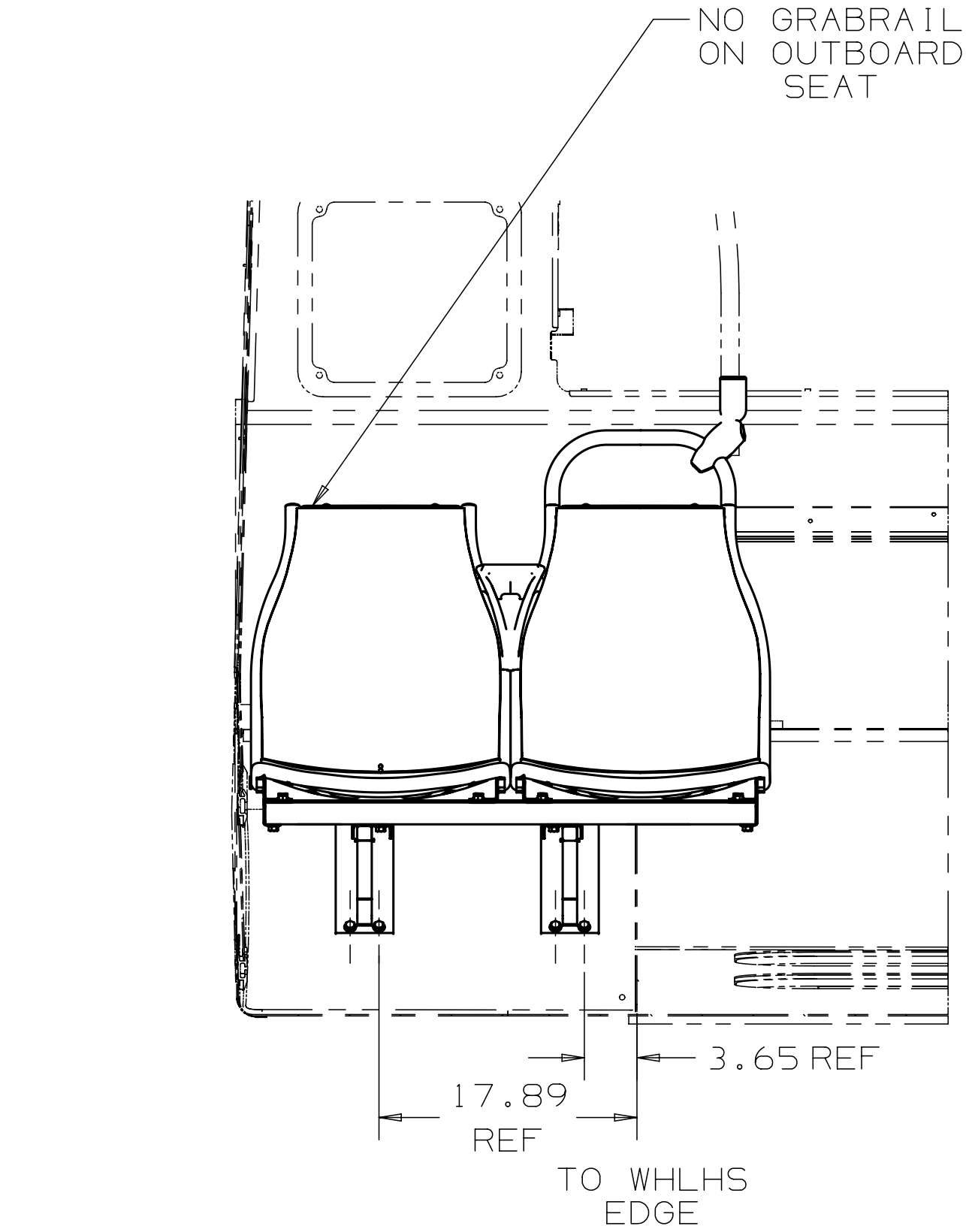
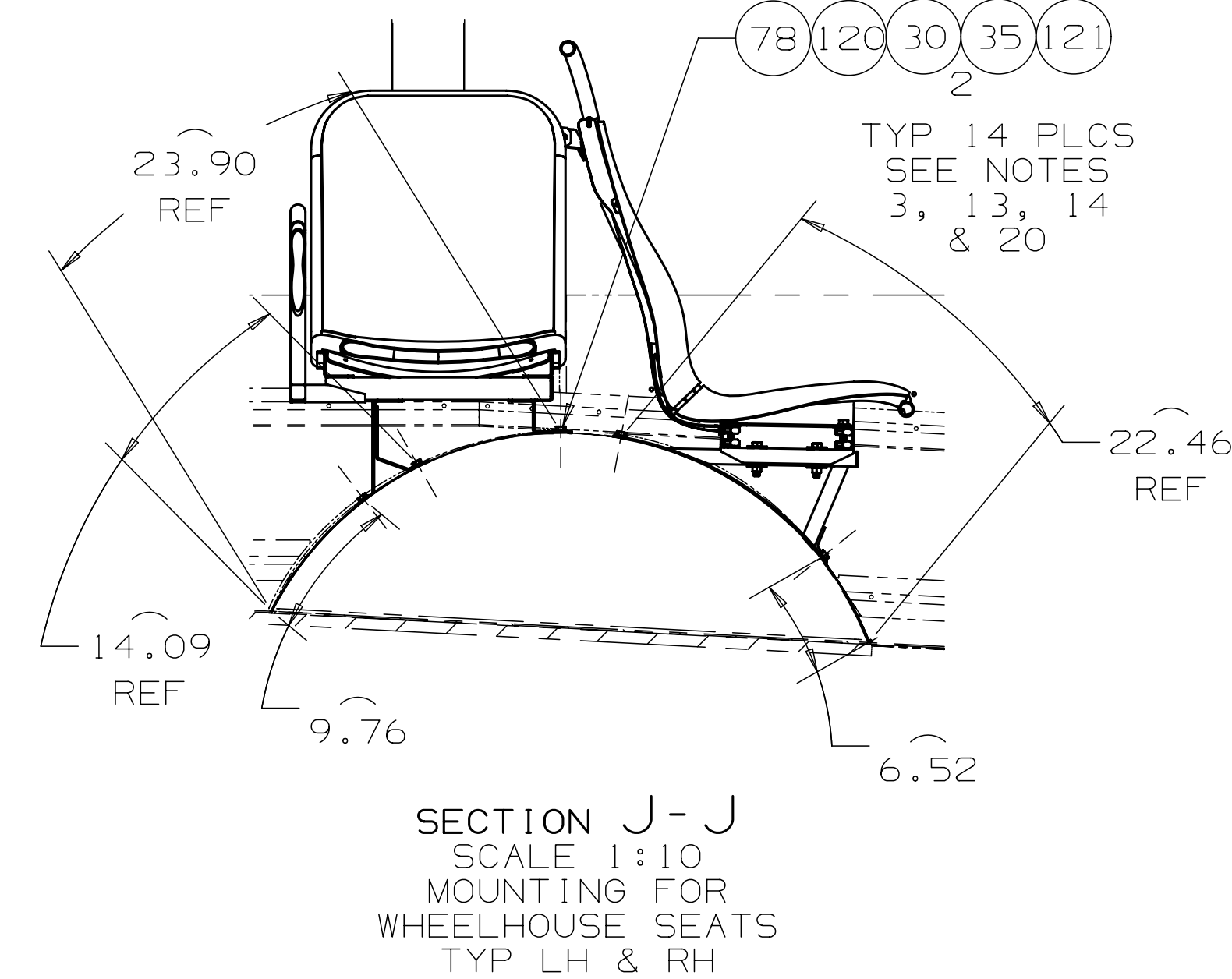
MATERIAL N/A	UNSPEC'D TOLS. .X .XX .XXX HOLE DIA. BEND RADII ANGLE TOL.	DEC. IN. ±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TITLE TMPLT-SEATING U/D VISION		
WEIGHT N/A				PART N° 854312	
TREATMENT NONE	SIMILAR TO 637869		NEW FLYER		(INX)
			SCALE 1:15	D	SHEET 2 OF 4

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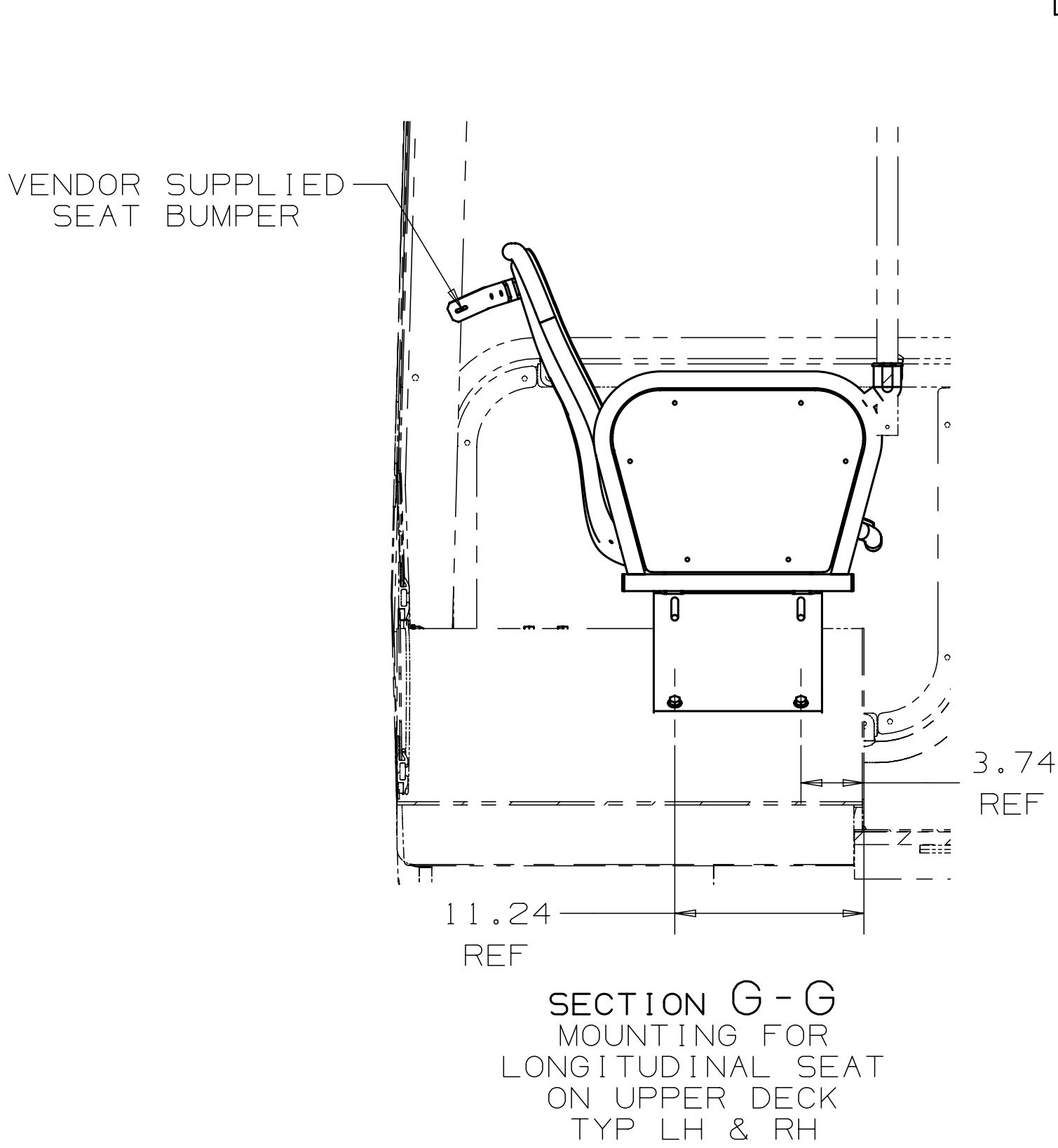
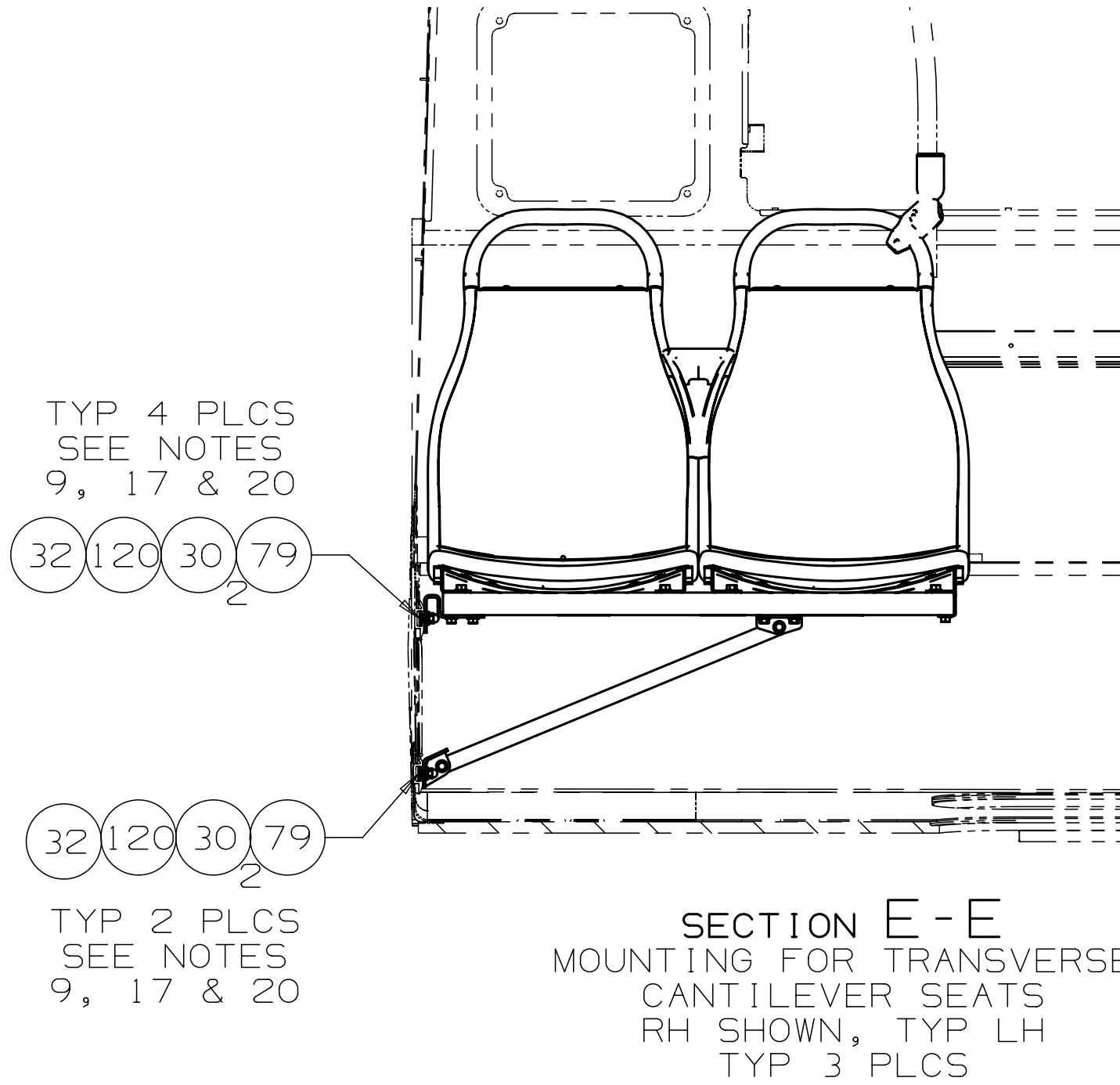
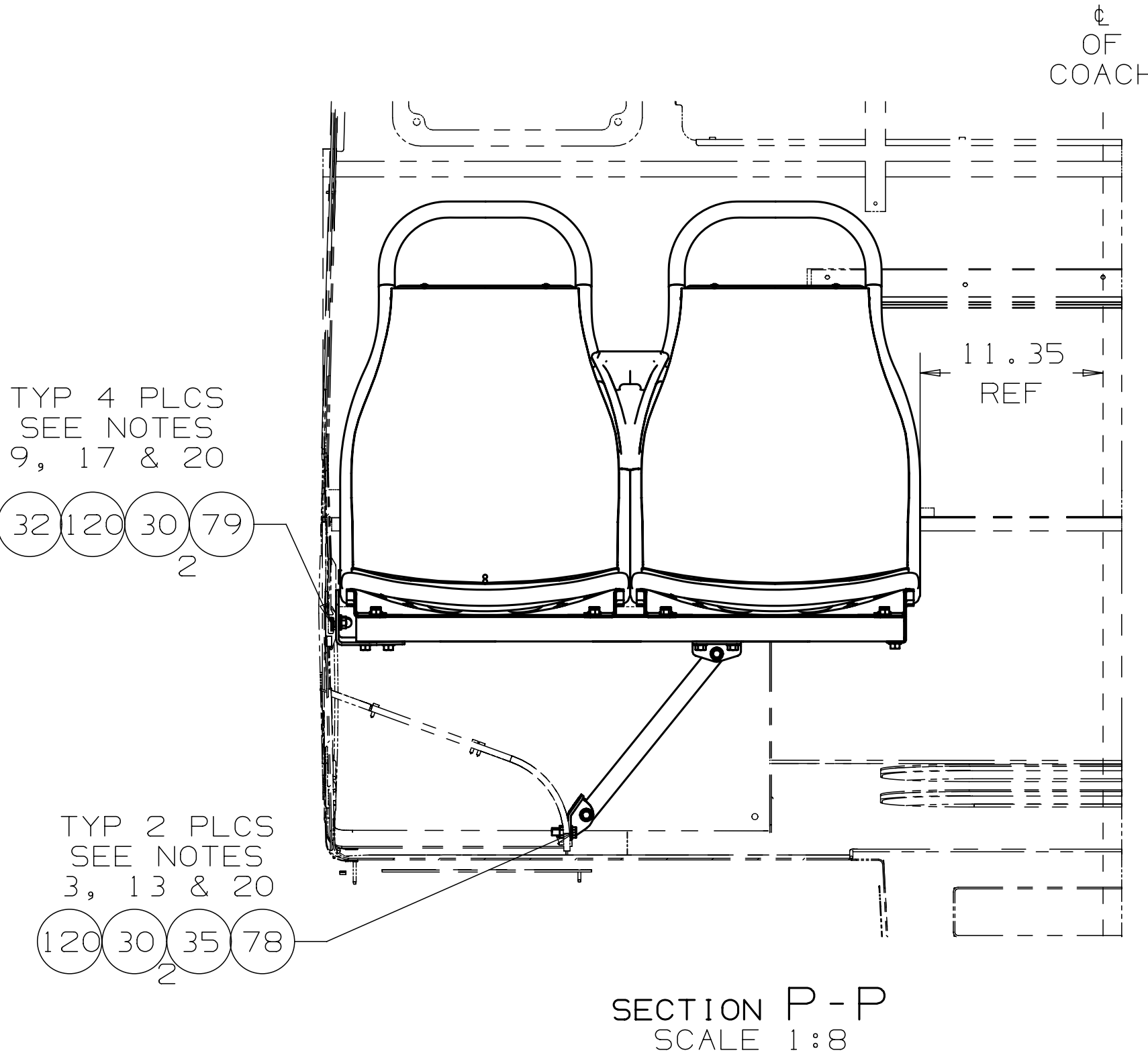
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DRAWING N°
854312



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DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)		
05-JUN-20	REV	DESCRIPTION
A SEE SHEET 1		ECN-153889
		ECO

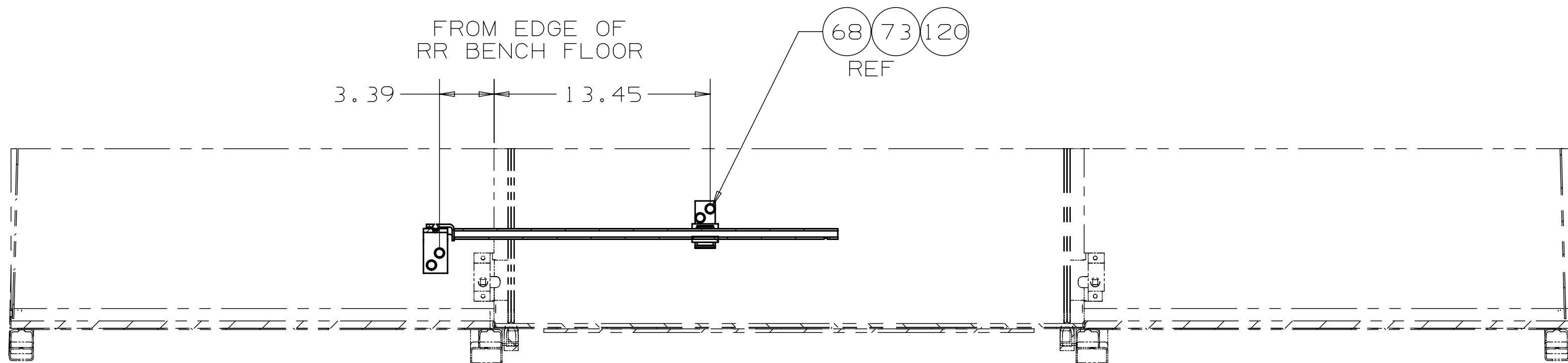


MATERIAL N/A	UNSPEC'D TOLS. .X .XX .XXX HOLE DIA. BEND RADII ANGLE TOL.	DEC. IN. ±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TITLE TMPLT-SEATING U/D VISION		
WEIGHT N/A	SIMILAR TO 637869				PART N° 854312
TREATMENT NONE			NEW FLYER		(NX)
			SCALE 1:10		D
			SHEET 3 OF 4		

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DRAWING N°

854312

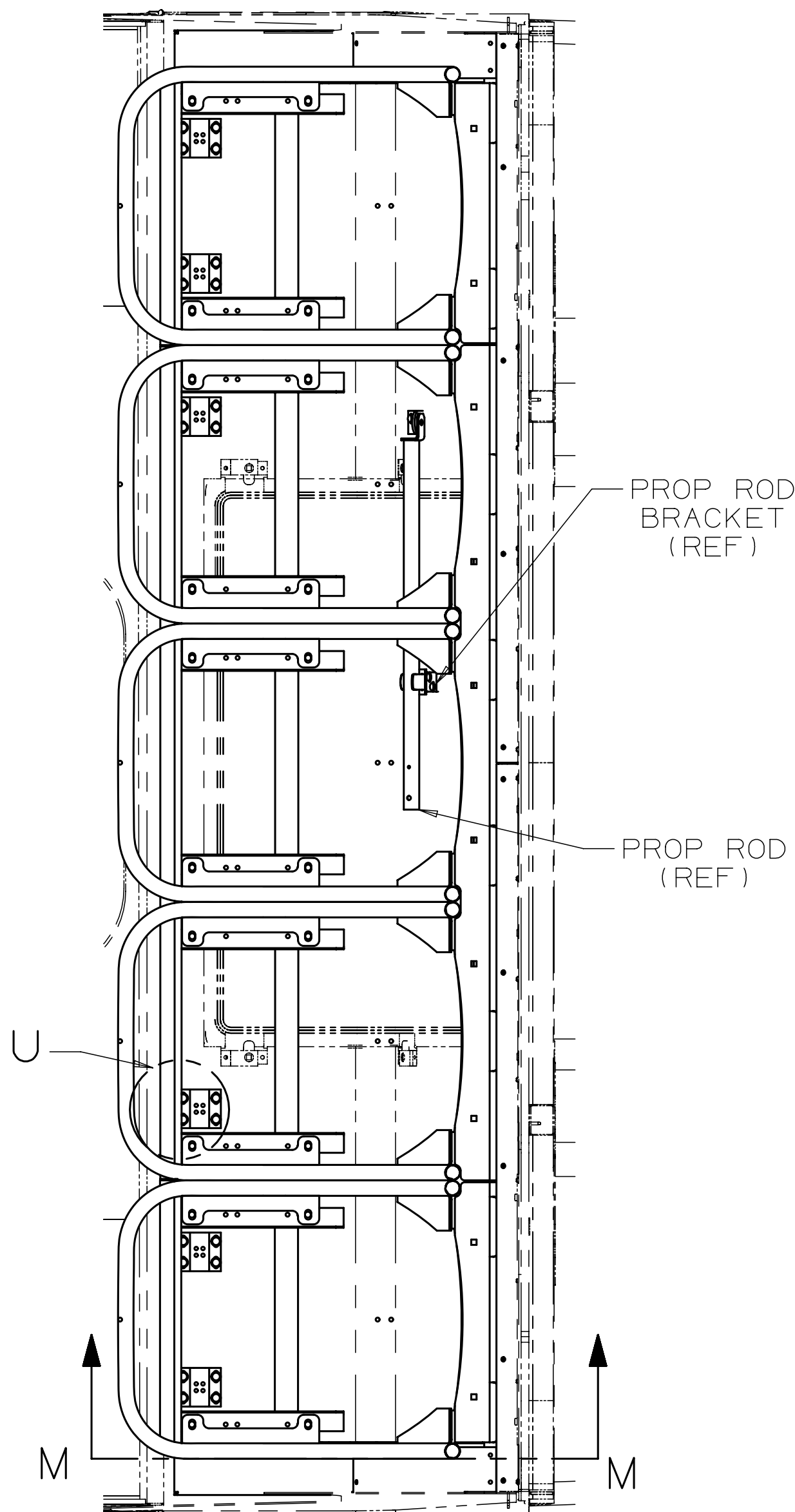


SECTION R - R
SCALE 1:6

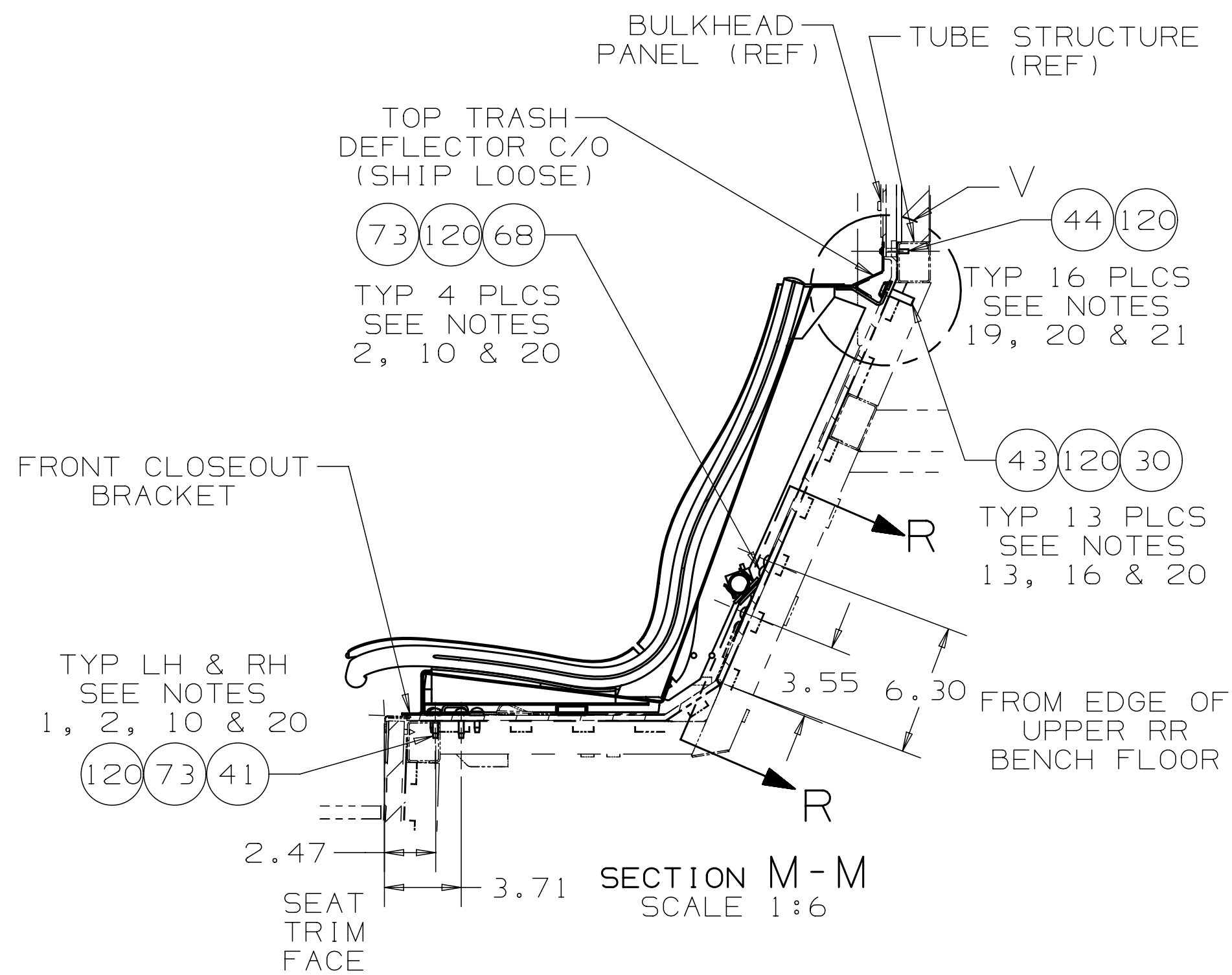
NOTES:

1. FLIP SEAT 8 AND 12 TO INSTALL SIDE CLOSEOUT
2. DRILL .228 DIA HOLE USING REAR CROSS SEAT BRACKETS AND PROP ROD BRACKET AS TEMPLATES.
3. DRILL .390 DIA HOLE THROUGH WHEEL ARCH
4. ADJUST THE ANGLE ON THE SEAT BOLT-ON STANCHION CUP SO THAT THE STANCHION IS VERTICAL. REFER TO VENDOR DRAWING FOR INSTALLATION INSTRUCTIONS FOR MOUNTING STANCHION CUP TO SEAT GRABRAIL.
5. REFER TO SEAT VENDOR DRAWINGS FOR MORE DETAILS WITH REGARDS TO INSTALLING SEATS.
6. KIT 854311 IS TEMPLATE. REFER TO ORACLE BOM FOR CORRECT SPECIFICATIONS.
7. SALES TO SEND SEAT SPECIFICATION DRAWING 265402-XXXX TO CUSTOMER, WHERE XXXX IS THE CONTRACT SR NUMBER.
8. ALL H/K DIMENSIONS HAVE $\pm .50$ TOLERANCE, WHERE H/K = HIP TO KNEE.
9. TORQUE HARDWARE TO 30-35 FT-LBS UNLESS OTHERWISE NOTED.
10. TORQUE HARDWARE TO 5-7 FT-LBS

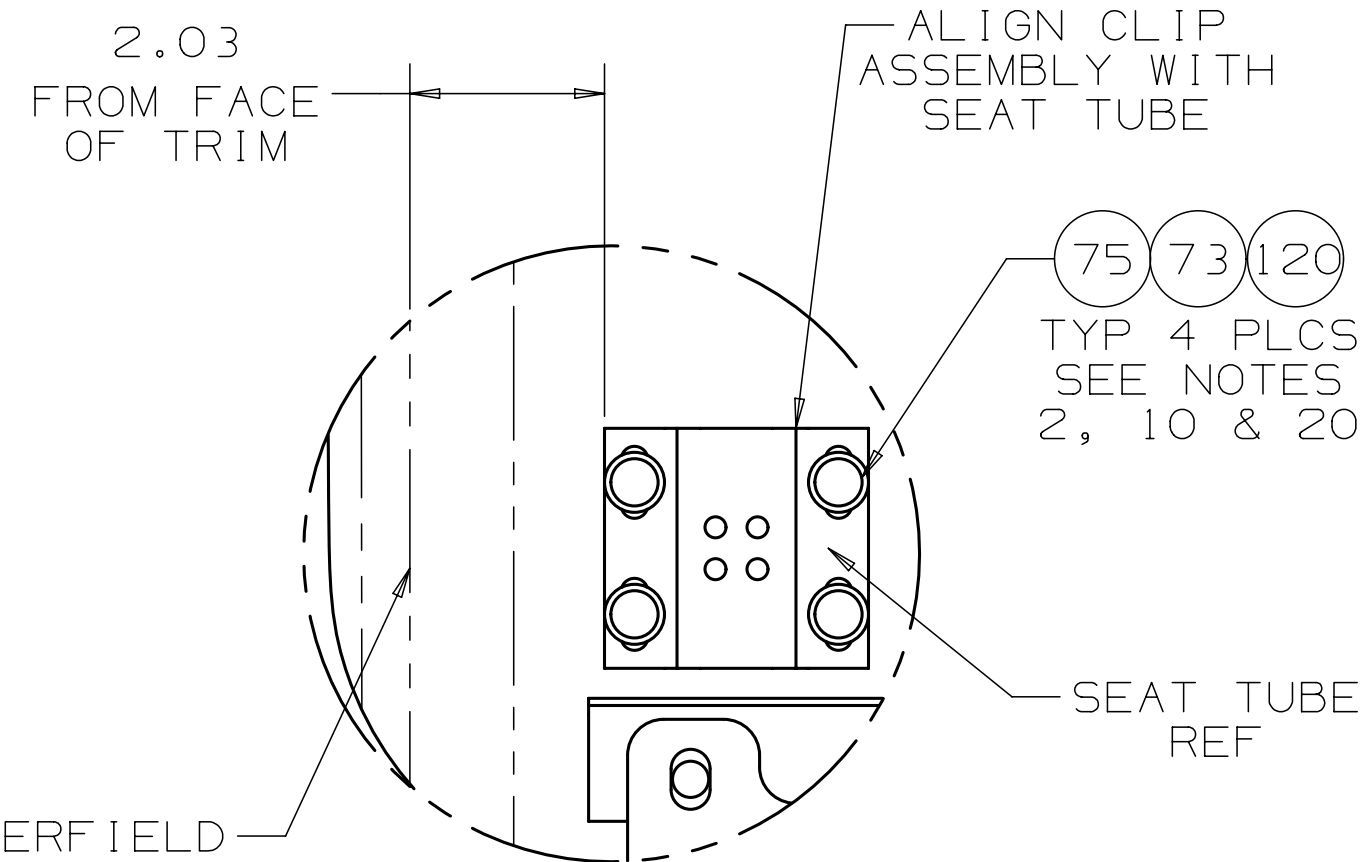
11. SPLIT BALLOONS SUCH AS (XXX) REFER TO ITEM XXX IN KIT ITEM 200. ALL SPLIT BALLOONS ARE REFERENCED ITEMS.
13. TORQUE HARDWARE TO 17 FT-LBS.
14. AFTER DRILLING HOLES THROUGH WHEEL WELLS TO SECURE SEAT, APPLY ITEM 121 AS REQUIRED BETWEEN HARDWARE AND OUTSIDE SURFACE OF WHEEL WELL TO PREVENT ANY WATER INFILTRATION. TORQUE HARDWARE TO RECOMMENDED VALUE.
15. ADD RUBBER CHANNEL (ITEM 122) TO THE OUTSIDE EDGES OF THE CHESTERFIELD SEATS AND THE SIDEWALL TO COVER SHARP EDGES AND CLOSE GAP BETWEEN THE SEAT AND SIDEWALL.
16. DRILL .312 PILOT HOLE AND TAP FOR 3/8-16 HARDWARE.
17. SLIDE ALL REQUIRED SEAT BOLT ANCHORS (ITEM 79) WITHIN THE SEAT RAIL OPENINGS ON CS AND SS PRIOR TO INSTALLING SEAT.
18. DRILL 0.531 DIA HOLE. TRIM AWAY FLOORING SO THAT INSERT CAN SIT FLUSH WITH THE STRUCTURE OF THE REAR SHELF.
19. TORQUE HARDWARE TO 2-3 FT-LBS.
20. APPLY 1 TO 2 DROPS OF LOCTITE (ITEM 120) TO THREADS OF HARDWARE. IF ANY HARDWARE IS ALREADY SUPPLIED WITH LOCTITE. NO LOCTITE WILL BE REQUIRED. IF ANY HARDWARE IS LOOSENEED FOR ADJUSTMENTS, RE-APPLY NEW LOCTITE TO THREADS.
21. USE TRASH DEFLECTOR AS TEMPLATES, DRILL .154 Ø HOLES THROUGH REAR BULKHEAD PANEL INTO STRUCTURE, INSTALL USING SCREW ITEM 44.
22. SEE STANCHION CUP DWG 395198 FOR INSTALLATION INSTRUCTIONS.



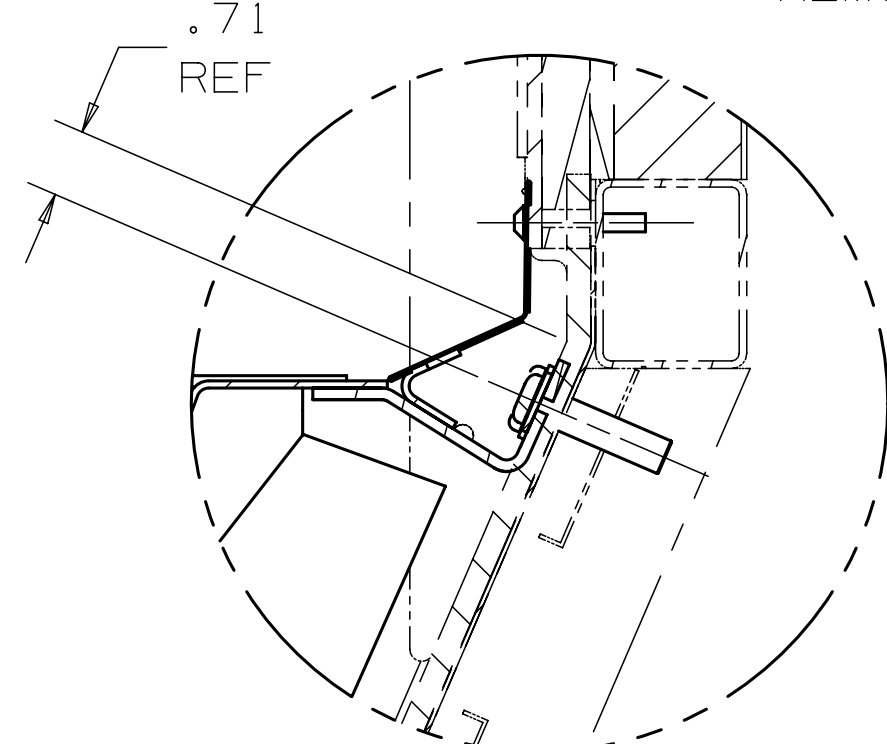
DETAIL K
SCALE 1:8
SEAT INSERTS, REAR SHELF
PANELS REMOVED FOR CLARITY



SECTION M-M
SCALE 1:6



DETAIL U
SCALE 1:2
SEAT INSERT
REMOVED FOR CLARITY
TYP 6 PLCS



DETAIL V
SCALE 1:2

DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	A	SEE SHEET 1
05-JUN-20	REV	DESCRIPTION
		ECO

MATERIAL N/A	UNSPEC'D TOLS. .X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	DEC. IN. ±.12 ±.06 ±.03 ±.015 ±.03 ±.1	TITLE TMPLT-SEATING U/D VISION		
WEIGHT N/A					PART N° 854312
TREATMENT NONE	SIMILAR TO 637869				
			(NX)		
			SCALE 1:10	D	SHEET 4 OF 4

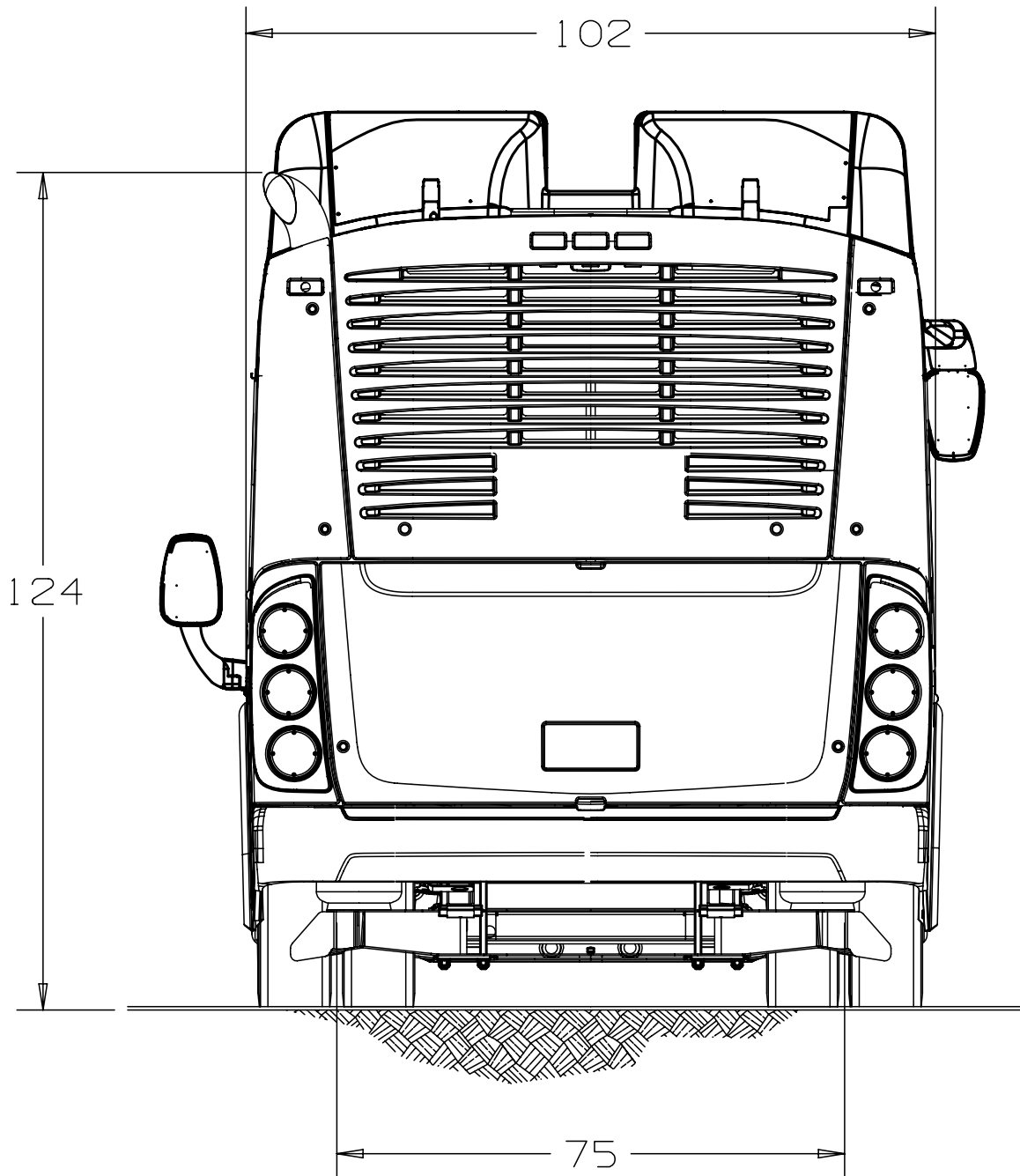
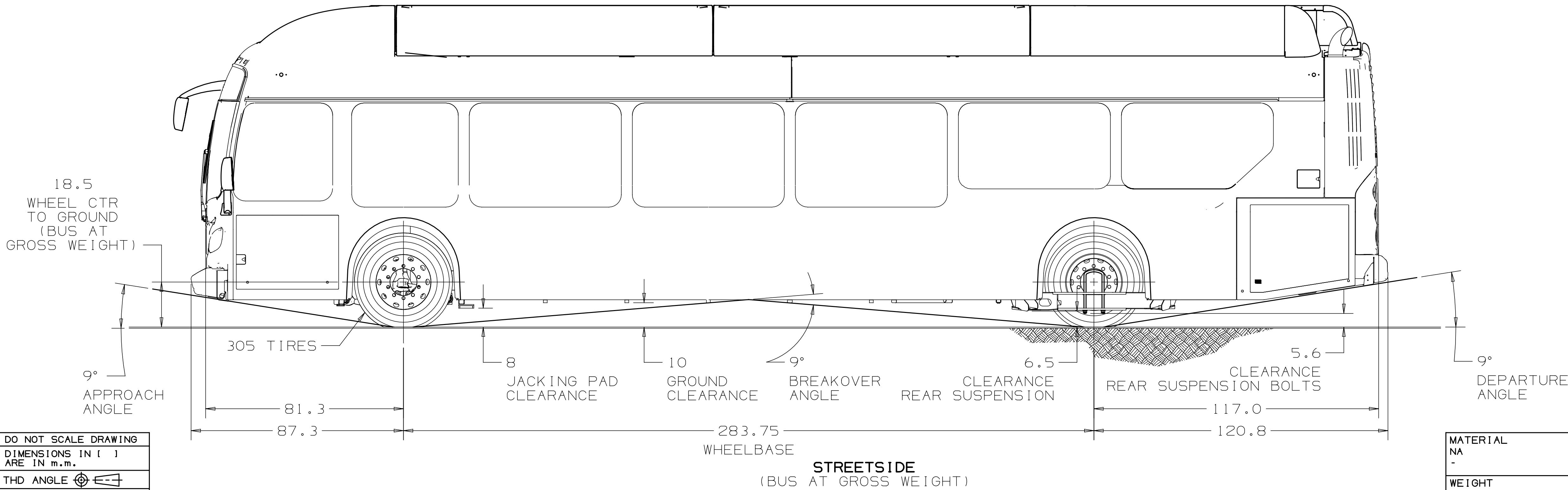
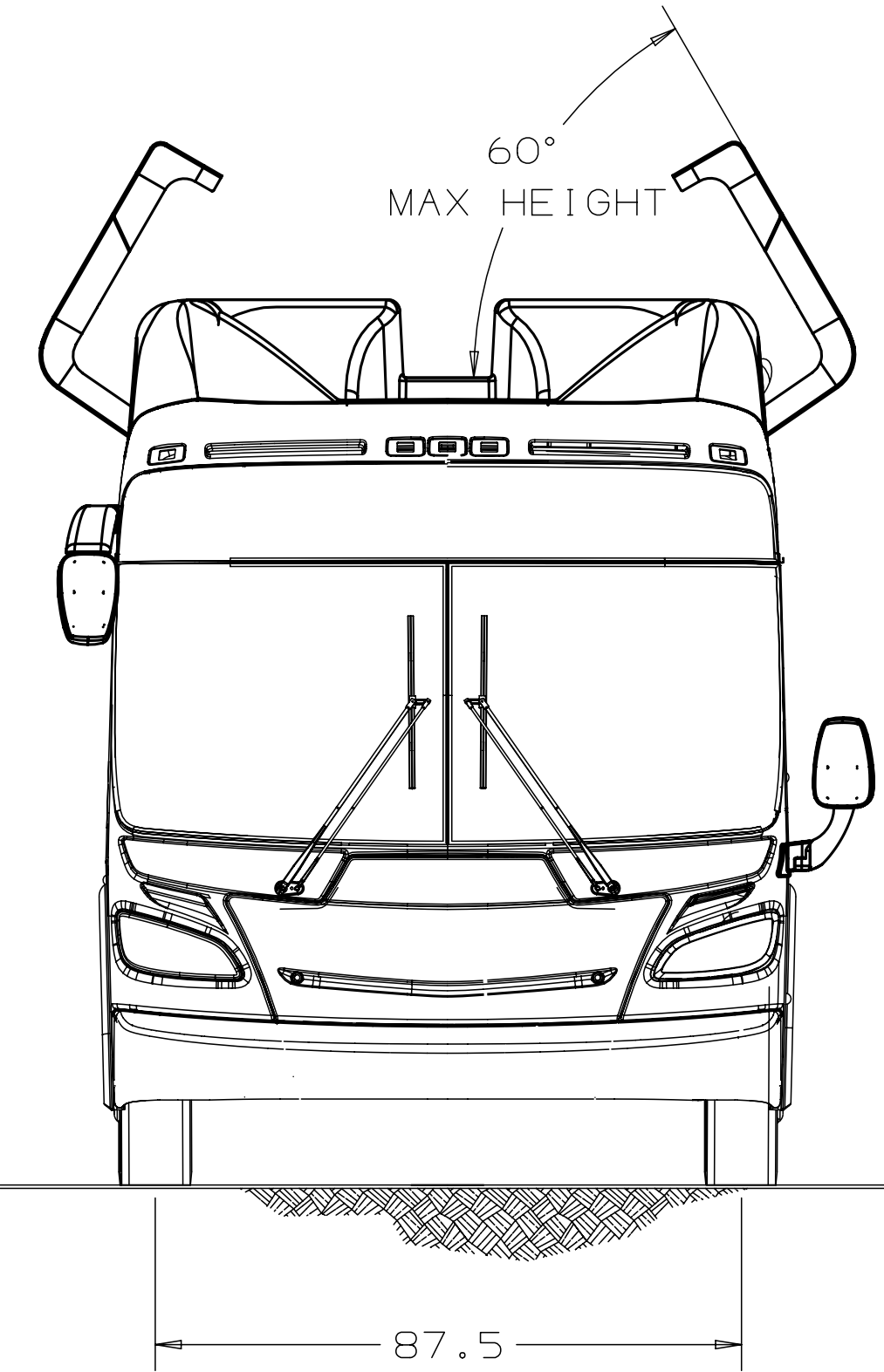
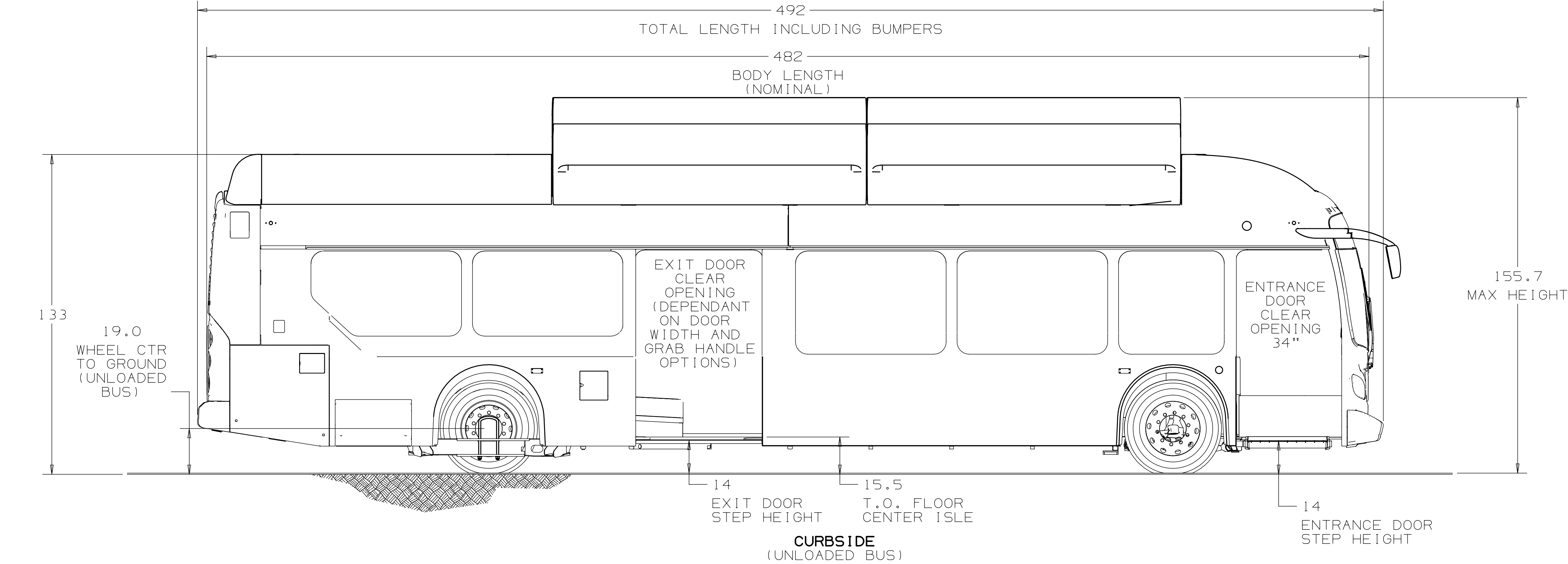
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TO ENG. DEPT.

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DRAWING N°
839550



DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
MATTHEW BENTLEY		
DATE (DD-MMM-YY)	A	RELEASED TO PRODUCTION
07-APR-20	REV	DESCRIPTION
		ECO

OVERALL DIMENSIONS

MATERIAL NA	UNSPEC'D TOLS. DEC. HK. X XX XXX HOLE DIA. BEND RADII ANGLE TOL.	TITLE	
		LAYOUT-XCELSIOR 40FT CNG	
WEIGHT	UNSPEC'D TOLS. DEC. HK. X XX XXX HOLE DIA. BEND RADII ANGLE TOL.		
		PART N° 839550	
TREATMENT NONE	SIMILAR TO 388023	SCALE NTS	SHEET 1 OF 1

REPORT ALL ERRORS TO ENG. DEPT.

FEDERAL REQUIREMENTS**1.1 Federal Funding, Incorporation of FTA Terms**

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

1.2 Federal Changes

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

1.3 No Government Obligation to Third Parties

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

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

1.4 Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

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

1.5 Inspection and Retention of Records

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

1.6 Suspension and Debarment

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

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

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

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

1.7 Termination

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

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

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

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

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

1.8 Civil Rights Requirements

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

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

(c) Disabilities - The CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

3. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.9 Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.10 Buy America

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

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).

When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- D. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

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

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

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

1.11 Remedies/Sanctions for Breach of Contract

Pursuant to the Contract, the AGENCY may terminate the Contract if the successful Proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Proposer under this Contract [49CFR 18.36(i)(2)1

1.12 Federal Prohibited Interest

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (¹¹)}.

1.13 Lobbying

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

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

1.14 Clean Air Requirements

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

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

1.15 Clean Water Requirements

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

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

1.16 Cargo Preference

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

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

1.17 Fly America Requirements

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

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

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

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

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

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

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

- A. **Apprentices** - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.
- B. **Certified Payroll** - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.

Payment Of The Prevailing Wage - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.

Working Hours - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.

- E. **Employee Interviews** - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law

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

4. Contract Work Hours and Safety Standards Act

- A. **Overtime requirements** - No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

- C. **Withholding for unpaid wages and liquidated damages** — AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. **Subcontracts** - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide

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

1.19 Seismic Safety

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

1.20 Safety and Health Regulation

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

1.21 Federal Energy Conservation Requirements

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

1.22 Recycled Products

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

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

5.23 Access Requirements for Individuals with Disabilities

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

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

1.24 Privacy Act

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

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

1.25 Prohibited Interest

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the

proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

5.26 Drug-Free Workplace

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

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719-01

TRANSIT BUSES: HEAVY DUTY

35 FT DIESEL, 40 FT DIESEL, 60 FT DIESEL, 35 FT HYBRID, 40 FT HYBRID, 60 FT HYBRID, 35 FT CNG, 40 FT CNG, 60 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC, 60 FT ELECTRIC, 40 FT HYDROGEN, 60 FT HYDROGEN CATEGORIES

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

NEW FLYER OF AMERICA, INC.

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719

TRANSIT BUS – HEAVY DUTY

35 FT DIESEL, 40 FT DIESEL, 60 FT DIESEL, 35 FT HYBRID, 40 FT HYBRID, 60 FT HYBRID, 35 FT CNG, 40 FT CNG, 60 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC, 60 FT ELECTRIC, 40 FT HYDROGEN, 60 FT HYDROGEN CATEGORIES

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and New Flyer of America Inc., a North Dakota corporation (“Contractor”) and is dated and effective as of April 1, 2021.

RECITALS

- A.** Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).
- B.** Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.
- C.** Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.
- D.** The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.
- E.** Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses.

- F. Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- G. Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.
- H. Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at its sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities ("Participants"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. TRANSIT BUS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of

entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.
- 3.3. **PARTICIPANT CHANGE ORDERS.**
 - (a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.
 - (b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.
 - (c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.
 - (d) If any change under this clause causes an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor

gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.

(f) The Contractor must assert its right to an adjustment under this clause within 30 days after

1. receipt of a written change order under paragraph (a) of this clause or

2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.

(h) This clause does not supersede FTA Circular C 4220.1F.

3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1st each year. Prices shall be adjusted on June 1st. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

For certainty, notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Participants and the Contractor.

3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).

- 3.6. **GOODS AND SERVICES ADDITION.** Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.
- 3.7. **PRICING OF GOODS AND SERVICE ADDITIONS.** Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI, 2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.
- 3.8. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work

performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

- 4.4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- 4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.
- 4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participants' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.13. VEHICLE TITLE & REGISTRATION. Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a "manufacturer's statement of origin" (MSO) and applicable state title application to register the Transit Bus with the Participant's applicable state licensing authority at the time of acceptance. Title to the bus shall pass to the Participant upon acceptance of the bus by the Participant.
- 4.14. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.15. PAY EQUITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.16. SUBJECT DATA. All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this contract shall remain the property of the Contractor; provided however, the Participants shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Transit Buses. The Participants grant the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering-type work for the Transit Buses.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchase Order”). All order documents must reference the Master Contract number. Consistent with Participant’s procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant’s needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant’s agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant’s respective authorization authority for use of those FTA funds shall approve the Participant’s initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant’s respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.
- 5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor’s capacity to fulfill orders.
- 5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

- (b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed \$300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.
 - (c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.
 - (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.
- 5.6. **PROTOTYPE BUSES.** If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

- 5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.
- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
 - If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
 - Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
 - Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay. For certainty, the reasons for such reasonable delay shall include but not be limited to, the neglect or failure of the Participant or by delay or failure of the Contractor caused by an event beyond its control, including, but not limited to, natural disasters, floods, fires, acts of war or terrorism, labor shortages, strikes or lock-outs or shortages or loss of transportation, then the time for completion of the work and/or the delivery dates shall be extended by the Participant by a reasonable period of time after such event of delay has ended in order that the Contractor may complete the work or deliver the buses.
 - Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.
- 5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of \$250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.

- 5.9. INSPECTION AND ACCEPTANCE OF TRANSIT BUSES. Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract. For certainty, if the Transit Buses pass these tests or if the Participants do not notify the Contractor of non-acceptance within 14 calendar days after delivery of the Transit Buses, acceptance of the Transit Buses by the Participants shall be deemed to have occurred on the 14th day after delivery. Acceptance shall occur earlier if the Participants notify the Contractor of early acceptance or places the Transit Buses into revenue service.
- 5.10. INSPECTION DEFECTS. If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:
- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
 - Require Contractor to refund the price of any or all of the damaged goods; or
 - Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.
- Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.
- 5.11. POST-INSPECTION REPAIR BY CONTRACTOR. In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control. Upon completion of repairs, the fourteen (14) calendar day acceptance period shall re-commence as per section 5.9.

- 5.12. **CONTRACTOR SERVICE AND PARTS SUPPORT.** For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.
- 5.13. **PARTS AVAILABILITY GUARANTEE.** Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

- 5.14. **TERMINATION FOR WITHDRAWAL OF FUNDING.** If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination
- 5.15. **FACILITY INSPECTIONS.** Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participant's agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 5.16. **ON SITE REQUIREMENTS.** While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 06719
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.2192% for payments within 10 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.
- 6.3. **MILESTONE PAYMENTS.** Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.
- 6.4. **OVERPAYMENTS.** Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.5. **NO ADVANCE PAYMENT.** No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.
- 6.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: David Mgebroff	Attn:
Washington Dept. of Enterprise Services	
PO Box 41411	
Olympia, WA 98504-1411	
Tel: (360) 407-8049	Tel:
Email: david.mgebroff@des.wa.gov	Email:

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Legal Services Manager	Attn:
Washington Dept. of Enterprise Services	
PO Box 41411	
Olympia, WA 98504-1411	
Email: greg.tolbert@des.wa.gov	Email:

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor

number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales
invoiced (not including sales tax) x .00150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the

State to identify, process, and collect such sum, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Participant under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. The Participants and their representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. WARRANTY.

- 11.1. **CONTRACTOR WARRANTY.** Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

- 11.2. **WARRANTY INFORMATION.** Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.
- 11.3. **SYSTEM WARRANTIES.** The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	5 years, 300,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	2 years, unlimited miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages.
- Air compressor.
- Air dryer.
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least 2 years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- | | |
|---|--|
| ▪ Engine | ▪ Driver's seat |
| ▪ Transmission or Traction Motor | ▪ Battery equalizer |
| ▪ Alternator | ▪ Radiator package |
| ▪ Starter | ▪ Exhaust emission components |
| ▪ Destination/Luminator (Major components) | ▪ A/C compressor and condenser/evaporator unit |
| ▪ Drive axle and non-drive axle(s) | ▪ Power steering unit |
| ▪ DVR unit, supporting electronics (Monitors) | ▪ Fuel cylinders (if applicable) |
| | ▪ Air compressor |
| | ▪ Wheelchair ramp (if applicable) |

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty (20%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

12.1. **REPAIR PERFORMANCE.** Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs. Minor/Major Warranty-covered repairs may be carried out by the Purchaser and reimbursed through New Flyer's on-line warranty system. New Flyer is available to assist in completing these warranty-covered repairs if needed. Whenever feasible and mutually beneficial, the Purchaser may provide a work space for New Flyer to accomplish the repair onsite as needed. This allows us to work with the Purchaser to return the bus to revenue service as quickly as possible. If shop space is unavailable, New Flyer will utilize one of its three subcontractors (Top Tempo, Tri-State, Coach Retrofit) with their own service facilities within the State of Washington area to perform the repairs and get the buses back into revenue service as soon as possible. In addition, Contractor can utilize its service centers for repairs within the State of Washington as needed. Major Component Warranty repairs should be carried out by the equipment suppliers (Engine, Transmission, Propulsion System, High Voltage Batteries, HVAC and Destination Sign Suppliers) in order to adhere to their mandate that all warranty repairs be performed by an authorized dealer unless the Purchaser is an authorized warranty center. If the Purchaser elects to perform these repairs, without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided

12.2. **REPAIRS BY THE CONTRACTOR.** Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.

Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.

12.3. **REPAIRS BY PARTICIPANT.** If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.

12.4. **DEFECTIVE COMPONENT RETURN.** Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.

12.5. **FAILURE ANALYSIS.** Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.

- 12.6. REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS. Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.
- 12.7. REIMBURSEMENT FOR PARTS. Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.
- 12.8. REIMBURSEMENT REQUIREMENTS. Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.
- 12.9. WARRANTY AFTER REPLACEMENT/REPAIRS. If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

- 12.10. WARRANTY PROCESSING PROCEDURES. The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.
- bus number and VIN
 - total vehicle life mileage at time of repair
 - date of failure/repair
 - acceptance/in-service date
 - Contractor part number and description
 - component serial number
 - description of failure
 - all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing

- road calls
- labor
- materials
- parts
- handling
- troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

12.11. RETURN OF PARTS. When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number
- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.
- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.
- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.
- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with its operations under this Master Contract. For certainty, the Participants shall assume risk of loss of the bus on delivery. Prior to delivery, the Contractor shall have risk of loss of the bus. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor

shall take all steps needed to keep Participant's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION.

- 15.1. **DISPUTE PROCEDURE.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
- 15.2. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

- 16.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 16.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 16.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

- 16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.
- 16.5. GOVERNMENTAL TERMINATION.
- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (b) TERMINATION FOR CHANGE OF AUTHORITY. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (c) TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (d) PAYMENT UPON TERMINATION. In the event of termination for any reason under this Section 16, the Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.
- 16.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable

Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

- 17.1. FTA INTEREST. The U.S. Federal Transit Administration (“FTA”) has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.
- 17.2. NOTIFICATION TO FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.
 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the award, this Master Contract, and any amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.
- 17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 18.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter

into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation,

contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.
- 18.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties and any applicable Participant shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

- 18.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

NEW FLYER OF AMERICA INC.,
a North Dakota corporation

By: Jennifer McNeill
Jennifer McNeill
Its: Vice President, Sales and Marketing

NEW FLYER OF AMERICA INC.,
a North Dakota corporation

By: Chris Stoddart
Chris Stoddart
Its: President, New Flyer

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719-01

TRANSIT BUSES: HEAVY DUTY

35 FT DIESEL, 40 FT DIESEL, 60 FT DIESEL, 35 FT HYBRID, 40 FT HYBRID, 60 FT HYBRID, 35 FT CNG, 40 FT CNG, 60 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC, 60 FT ELECTRIC, 40 FT HYDROGEN, 60 FT HYDROGEN CATEGORIES

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

NEW FLYER OF AMERICA, INC.

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719

TRANSIT BUS – HEAVY DUTY

35 FT DIESEL, 40 FT DIESEL, 60 FT DIESEL, 35 FT HYBRID, 40 FT HYBRID, 60 FT HYBRID, 35 FT CNG, 40 FT CNG, 60 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC, 60 FT ELECTRIC, 40 FT HYDROGEN, 60 FT HYDROGEN CATEGORIES

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and New Flyer of America Inc., a North Dakota corporation (“Contractor”) and is dated and effective as of April 1, 2021.

RECITALS

- A.** Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).
- B.** Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.
- C.** Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.
- D.** The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.
- E.** Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses.

- F. Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- G. Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.
- H. Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at its sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities ("Participants"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. TRANSIT BUS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of

entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.
- 3.3. **PARTICIPANT CHANGE ORDERS.**
 - (a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.
 - (b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.
 - (c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.
 - (d) If any change under this clause causes an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor

gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.

(f) The Contractor must assert its right to an adjustment under this clause within 30 days after

1. receipt of a written change order under paragraph (a) of this clause or

2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.

(h) This clause does not supersede FTA Circular C 4220.1F.

3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1st each year. Prices shall be adjusted on June 1st. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

For certainty, notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Participants and the Contractor.

3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).

- 3.6. **GOODS AND SERVICES ADDITION.** Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.
- 3.7. **PRICING OF GOODS AND SERVICE ADDITIONS.** Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI, 2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.
- 3.8. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work

performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

- 4.4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- 4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.
- 4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participants' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.12. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.13. **VEHICLE TITLE & REGISTRATION.** Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a “manufacturer’s statement of origin” (MSO) and applicable state title application to register the Transit Bus with the Participant’s applicable state licensing authority at the time of acceptance. Title to the bus shall pass to the Participant upon acceptance of the bus by the Participant.
- 4.14. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.15. **PAY EQUITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.16. **SUBJECT DATA.** All “subject data”, including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this contract shall remain the property of the Contractor; provided however, the Participants shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Transit Buses. The Participants grant the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering-type work for the Transit Buses.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchase Order”). All order documents must reference the Master Contract number. Consistent with Participant’s procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant’s needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant’s agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant’s respective authorization authority for use of those FTA funds shall approve the Participant’s initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant’s respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.
- 5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor’s capacity to fulfill orders.
- 5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

- (b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed \$300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.
- (c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.

- 5.6. PROTOTYPE BUSES. If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

- 5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.
- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
 - If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
 - Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
 - Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay. For certainty, the reasons for such reasonable delay shall include but not be limited to, the neglect or failure of the Participant or by delay or failure of the Contractor caused by an event beyond its control, including, but not limited to, natural disasters, floods, fires, acts of war or terrorism, labor shortages, strikes or lock-outs or shortages or loss of transportation, then the time for completion of the work and/or the delivery dates shall be extended by the Participant by a reasonable period of time after such event of delay has ended in order that the Contractor may complete the work or deliver the buses.
 - Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.
- 5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of \$250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.

- 5.9. INSPECTION AND ACCEPTANCE OF TRANSIT BUSES. Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract. For certainty, if the Transit Buses pass these tests or if the Participants do not notify the Contractor of non-acceptance within 14 calendar days after delivery of the Transit Buses, acceptance of the Transit Buses by the Participants shall be deemed to have occurred on the 14th day after delivery. Acceptance shall occur earlier if the Participants notify the Contractor of early acceptance or places the Transit Buses into revenue service.
- 5.10. INSPECTION DEFECTS. If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:
- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
 - Require Contractor to refund the price of any or all of the damaged goods; or
 - Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.
- Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.
- 5.11. POST-INSPECTION REPAIR BY CONTRACTOR. In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control. Upon completion of repairs, the fourteen (14) calendar day acceptance period shall re-commence as per section 5.9.

- 5.12. **CONTRACTOR SERVICE AND PARTS SUPPORT.** For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.
- 5.13. **PARTS AVAILABILITY GUARANTEE.** Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

- 5.14. **TERMINATION FOR WITHDRAWAL OF FUNDING.** If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination
- 5.15. **FACILITY INSPECTIONS.** Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participant's agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 5.16. **ON SITE REQUIREMENTS.** While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 06719
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.2192% for payments within 10 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.
- 6.3. **MILESTONE PAYMENTS.** Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.
- 6.4. **OVERPAYMENTS.** Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.5. **NO ADVANCE PAYMENT.** No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.
- 6.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: David Mgebroff	Attn:
Washington Dept. of Enterprise Services	
PO Box 41411	
Olympia, WA 98504-1411	
Tel: (360) 407-8049	Tel:
Email: david.mgebroff@des.wa.gov	Email:

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Legal Services Manager	Attn:
Washington Dept. of Enterprise Services	
PO Box 41411	
Olympia, WA 98504-1411	
Email: greg.tolbert@des.wa.gov	Email:

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor

number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .00150.$$
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the

State to identify, process, and collect such sum, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Participant under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. The Participants and their representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. WARRANTY.

- 11.1. **CONTRACTOR WARRANTY.** Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

- 11.2. **WARRANTY INFORMATION.** Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.
- 11.3. **SYSTEM WARRANTIES.** The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	5 years, 300,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	2 years, unlimited miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages.
- Air compressor.
- Air dryer.
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least 2 years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- | | |
|---|--|
| ▪ Engine | ▪ Driver's seat |
| ▪ Transmission or Traction Motor | ▪ Battery equalizer |
| ▪ Alternator | ▪ Radiator package |
| ▪ Starter | ▪ Exhaust emission components |
| ▪ Destination/Luminator (Major components) | ▪ A/C compressor and condenser/evaporator unit |
| ▪ Drive axle and non-drive axle(s) | ▪ Power steering unit |
| ▪ DVR unit, supporting electronics (Monitors) | ▪ Fuel cylinders (if applicable) |
| | ▪ Air compressor |
| | ▪ Wheelchair ramp (if applicable) |

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty (20%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

12.1. **REPAIR PERFORMANCE.** Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs. Minor/Major Warranty-covered repairs may be carried out by the Purchaser and reimbursed through New Flyer's on-line warranty system. New Flyer is available to assist in completing these warranty-covered repairs if needed. Whenever feasible and mutually beneficial, the Purchaser may provide a work space for New Flyer to accomplish the repair onsite as needed. This allows us to work with the Purchaser to return the bus to revenue service as quickly as possible. If shop space is unavailable, New Flyer will utilize one of its three subcontractors (Top Tempo, Tri-State, Coach Retrofit) with their own service facilities within the State of Washington area to perform the repairs and get the buses back into revenue service as soon as possible. In addition, Contractor can utilize its service centers for repairs within the State of Washington as needed. Major Component Warranty repairs should be carried out by the equipment suppliers (Engine, Transmission, Propulsion System, High Voltage Batteries, HVAC and Destination Sign Suppliers) in order to adhere to their mandate that all warranty repairs be performed by an authorized dealer unless the Purchaser is an authorized warranty center. If the Purchaser elects to perform these repairs, without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided

12.2. **REPAIRS BY THE CONTRACTOR.** Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.

Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.

12.3. **REPAIRS BY PARTICIPANT.** If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.

12.4. **DEFECTIVE COMPONENT RETURN.** Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.

12.5. **FAILURE ANALYSIS.** Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.

- 12.6. REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS. Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.
- 12.7. REIMBURSEMENT FOR PARTS. Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.
- 12.8. REIMBURSEMENT REQUIREMENTS. Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.
- 12.9. WARRANTY AFTER REPLACEMENT/REPAIRS. If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

- 12.10. WARRANTY PROCESSING PROCEDURES. The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.
- bus number and VIN
 - total vehicle life mileage at time of repair
 - date of failure/repair
 - acceptance/in-service date
 - Contractor part number and description
 - component serial number
 - description of failure
 - all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing

- road calls
- labor
- materials
- parts
- handling
- troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

12.11. RETURN OF PARTS. When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number
- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.
- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.
- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.
- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with its operations under this Master Contract. For certainty, the Participants shall assume risk of loss of the bus on delivery. Prior to delivery, the Contractor shall have risk of loss of the bus. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor

shall take all steps needed to keep Participant's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION.

- 15.1. **DISPUTE PROCEDURE.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
- 15.2. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

- 16.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 16.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 16.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

- 16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.
- 16.5. GOVERNMENTAL TERMINATION.
- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (b) TERMINATION FOR CHANGE OF AUTHORITY. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (c) TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (d) PAYMENT UPON TERMINATION. In the event of termination for any reason under this Section 16, the Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.
- 16.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable

Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

- 17.1. FTA INTEREST. The U.S. Federal Transit Administration (“FTA”) has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.
- 17.2. NOTIFICATION TO FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.
1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the award, this Master Contract, and any amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.
- 17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 18.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter

into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation,

contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.
- 18.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties and any applicable Participant shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

- 18.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

NEW FLYER OF AMERICA INC.,
a North Dakota corporation

By: Jennifer McNeill
Jennifer McNeill
Its: Vice President, Sales and Marketing

NEW FLYER OF AMERICA INC.,
a North Dakota corporation

By: Chris Stoddart
Chris Stoddart
Its: President, New Flyer

TRANSIT BUS COOPERATIVE PURCHASING AGREEMENT

BY AND BETWEEN THE STATE OF WASHINGTON ENTERPRISE SERVICES AND

THE CITY OF MONTEBELLO (AS "PURCHASER")

Pursuant to Washington law, Enterprise Services is authorized to

... Participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants. The cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the entities, and master contracts or convenience contracts that are made available to other public agencies.

RCW 39.26.060(1). This broad delegation of authority by the State Legislature enables Enterprise Services, among other things, to leverage the state resources that we commit to providing innovative, cost-effective, and efficient solutions for Washingtonians to other governmental purchasing authorities.

Use of Enterprise Services' Master Contract, through this Cooperative Purchasing Agreement, is contingent upon the consent of the Enterprise Services. Upon execution of this Cooperative Purchasing Agreement, the under-signed entity is designated as an Authorized Purchaser ("Purchaser"), authorized to make purchases under Master Contract 06719. As stated in the attached *Competitive Procurement Certificate*, the Master Contract was competitively bid, evaluated, and awarded under the procurement laws of the State of Washington and meets Federal Transit Administration requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See RCW chapter 39.26 and Pub.L. 114-94. There are no pending protests or lawsuits pertaining to procurement or award of the Master Contract.

In accessing and utilizing the Master Contracts, pursuant to this Cooperative Purchasing Agreement, the parties agree as follows:

1. **MASTER CONTRACT.** Purchaser may make purchases from, access, and use the Transit Bus Master Contract #06719, consistent with the procurement law applicable to Purchaser and the terms of the Master Contract. The State of Washington makes no representation or warranty regarding Purchaser's governing law or whether this Master Contract is appropriate for Purchaser. That decision is up to Purchaser. In addition, the State of Washington makes no representation or warranty regarding whether the products and services available under this Master Contract is appropriate for Purchaser.
2. **CONTRACT CONSENT.** Consistent with Purchaser's procurement authority, Purchaser may propose and negotiate jurisdiction-specific terms with the applicable Contractor to meet Purchaser's needs, subject to agreement with the applicable Contractor. **Under no circumstances will Purchaser's jurisdiction-specific agreements change or modify the contract obligations between the State of Washington and the applicable Master Contract Contractor.** Upon execution of Purchaser's agreement with the Master Contract Contractor, Purchaser shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.
3. **ACCURATE PURCHASES.** Purchaser shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract by Purchaser is a breach of this Cooperative Agreement for which Enterprise Services may void this agreement and any purchases by Purchaser under the Master Contract. Purchaser represent and warrant to use reasonable, good faith efforts to

assist the Contractor in obtaining and reporting to Enterprise Services, for purposes of the applicable Vendor Management Fee, accurate purchases under the Master Contract.

4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchaser modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Cooperative Purchasing Agreement and shall terminate the Agreement; and, in the event Purchaser modify, waive, or terminate the Vendor Management Fee Purchaser shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
5. **AGREEMENT MANAGEMENT; NOTICES.** The parties hereby designate the following individuals as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

ENTERPRISE SERVICES

Attn: David Mgebroff
Contracts & Procurement Division
WA Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8049
Email: david.mgebroff@des.wa.gov

CITY OF MONTEBELLO

Attn: John Soria
Transit Administration Manager
Montebello Bus Lines
400 S. Taylor Ave
Montebello, CA 90640
Tel: (323) 558-1625
Email: jsoria@cityofmontebello.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

6. **COMMUNICATION.** In the event Purchaser becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchaser's reasonable judgment, could adversely impact the State of Washington, Purchaser shall communicate the same to Enterprise Services.
7. **CONTRACTOR DISPUTES.** Purchaser is responsible for resolving any disputes between Purchaser and the applicable Master Contract Contractor on their purchases. Purchaser shall notify Enterprise Services of any material dispute between Purchaser and the applicable Master Contract Contractor. Enterprise Services may assist Purchaser in resolving disputes with Master Contract Contractor(s).
8. **HOLD HARMLESS.** Other than those obligations expressly set forth in this Cooperative Purchasing Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Cooperative Purchasing Agreement or the Master Contract.
9. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; provided, however, that, upon notice to Enterprise Services, Purchaser may terminate Purchaser's participation in this Cooperative Purchasing Agreement at Purchaser's convenience upon Purchaser's termination of Purchaser's participation in the Master Contract.
10. **TAXES/FEES.** Unless otherwise agreed with Contractor, Purchaser shall pay applicable sales and use taxes imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or

services. Contractor agrees not make any charge for federal excise taxes and Purchaser shall furnish Contractor with an exemption certificate where appropriate.

11. APPROVAL PROCESS. Purchaser shall submit to Enterprise Services purchase information for approval of purchases under the Master Contract. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval. Purchaser shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, Department of Transportation contact for approval.
12. PURCHASER INFORMATION. Purchaser hereby designates the following contract administrator as the single point of contact for business activities under this Master Contract.

Purchaser Information	
Organization Name	City of Montebello Transportation Dept.
Tax Identification Number	95-6000746
State Business Identification Number (Required for Non-Profit entities)	
Contact Name	John Soria
Title	Transit Administration Manager
Address	400 S. Taylor Ave
City, State, Zip	Montebello, CA 90640
Phone Number	(323) 558 -1625
Email Address	jsoria@cityofmontebello.com

13. SCOPE OF PARTICIPATION. Purchaser shall provide Enterprise Services with Purchaser's estimates for purchases under the Master Contract. Purchaser shall provide updates on their estimated purchases if there is a material change in planned purchases under the Master Contract. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	\$5,355,000
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

GENERAL PROVISIONS

1. INTEGRATED AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.

2. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
3. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
4. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EFFECTIVE as of the day and date first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Jamie Rossman
Title: Assistant Director
Date: 8/17/2021

**CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION**

By: 
Name: Young-Gi Kim Harabedian
Title: Director of Transportation
Date: 7/20/2021



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

5/23/2022

Montebello Transportation Dept.
400 S. Taylor Ave
Montebello CA 90640

Dear John Soria:

This letter is in response to your request dated May 16th for authorization to purchase Transit Buses from DES Master Contract #06719. Your request is as follows:

Contractor and Contact	Grant Number†	Delivery Location*	Estimated Delivery Date
Daniel Trujillo Daniel_trujillo@newflyer.com	CA-2019-033	400 S. Taylor Ave Montebello, CA 90640	December, 2022

Vehicle Type	Quantity	Bus Length (Feet)	Fuel Type
New Flyer	7	40	CNG

The contract pricing established during the competitive bid process and the terms and conditions shall apply for this purchase. DES authorizes your organization to proceed in ordering the above referenced buses.

Thank you for your interest in doing business with the State of Washington. If you have any questions/concerns, please contact buspurchases@des.wa.gov.

Sincerely,

David Mgebroff,
Procurement Strategist
Contracts & Procurement Division
Washington State Department of Enterprise Services

Gary Ashcroft
New Flyer of America
Contract Administration
State and Regional Procurement Department
6200 Glenn Carlson Drive
St Cloud, MN 56301

RE: Washington State Contract #06719

July 6, 2021

Dear Mr. Ashcroft,

On Friday July 2, 2021 the California Department of General Services was granted approval from the State of Washington State Department of Enterprise Services that California has been granted the approval to utilize their Transit Buses Contract #06719.

This contract is valid from 4-1-21 until 3-31-23. Per Washington's agreement each agency utilizing the contract must include the following in the body of any Purchase Order or Contract.

The base pricing for these transit buses is based on the Washington State Department of Enterprise Services Contract #06719 with valid dates of 4-1-21 until 3-31-23

Per the contact at the State the Washington the state approval list will be updated by 8-1-21.

Gary, this letter represents our departments approval for any public transit agency to utilize the Washington State Department contract. If you have any additional questions please reach out to me.

Sincerely,

Erik Mondelez
Contract Administrator
Procurement Division – Contracts Management Unit
DGS General Service – State of California
Phone 916.376.7181
Email Erik.Modelz@dgs.ca.gov

FEDERAL REQUIREMENTS

1.1 Federal Funding, Incorporation of FTA Terms

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

1.2 Federal Changes

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

1.3 No Government Obligation to Third Parties

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

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

1.4 Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

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

1.5 Inspection and Retention of Records

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

1.6 Suspension and Debarment

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

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

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

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

1.7 Termination

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

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

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

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

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

1.8 Civil Rights Requirements

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

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

(c) Disabilities - The CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

3. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.9 Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.10 Buy America

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

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).

When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- D. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

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

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

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

1.11 Remedies/Sanctions for Breach of Contract

Pursuant to the Contract, the AGENCY may terminate the Contract if the successful Proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Proposer under this Contract [49CFR 18.36(i)(2)]¹

1.12 Federal Prohibited Interest

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (¹¹)}.

1.13 Lobbying

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

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

1.14 Clean Air Requirements

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

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

1.15 Clean Water Requirements

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

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

1.16 Cargo Preference

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

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

1.17 Fly America Requirements

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

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

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

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

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

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

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

- A. **Apprentices** - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.
- B. **Certified Payroll** - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.

Payment Of The Prevailing Wage - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.

Working Hours - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.

- E. **Employee Interviews** - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law

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

4. Contract Work Hours and Safety Standards Act

- A. **Overtime requirements** - No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

- C. **Withholding for unpaid wages and liquidated damages** — AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. **Subcontracts** - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide

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

1.19 Seismic Safety

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

1.20 Safety and Health Regulation

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

1.21 Federal Energy Conservation Requirements

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

1.22 Recycled Products

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

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

5.23 Access Requirements for Individuals with Disabilities

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

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

1.24 Privacy Act

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

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

1.25 Prohibited Interest

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the

proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

5.26 Drug-Free Workplace

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



Montebello
B U S L I N E S

Montebello Bus Lines

**Option Proposal for Seven (7) – 40’
CNG Buses**

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Tab 1, Letter of Transmittal

Solicitation Requirements:

New Flyer Response:

Please see attached our **Letter of Transmittal** to Montebello Bus Lines.

Please indicate your acceptance by providing a Purchase Order to New Flyer, attention:

Stephanie Laubenstein, Director, Sales & Business Development
204.391.1788
Stephanie_Laubenstein@newflyer.com



May 16, 2022

Rohan Anderson
Senior Procurement Analyst
Montebello Bus Lines
Montebello, CA

Subject: **Quotation for 40-foot Heavy-Duty CNG Transit buses**

Dear Rohan,

New Flyer is pleased to submit an option price quotation for the production of seven (7) 40-foot Heavy-Duty CNG Transit buses based on New Flyer's agreement with State of Washington (SoW).

The proposed buses will be technically configured as per the most recent SR-2641. The bus price includes all SRCRs approved by Montebello Bus Lines.

The XN40 price is **\$609,000.00/bus** which includes Warranty, Publications, Delivery, and PPI.

Please note that this price is reflective of a Notice to Proceed by May 20, 2022 & Commitment of a PO by July 31, 2022. If NTP /PO are received past this date then the line entries push in to 2023 and we cannot get parts at today's costs, as such we would have to re-price and include full PPI.

We would like to highlight key elements of our proposal:

Warranty: New Flyer exceeds the industry standard warranties in many areas such as our 5 year / 300,000 miles axle warranty (standard warranty is 2 years) and our 3 years / 150,000 miles multiplex warranty (standard competitor warranty is 1 year / 50,000 miles). Please see our Warranty Proposal for more information.

Training: New Flyer Training is an organization within the New Flyer Customer Services group, a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology, and electrical systems professionals. This allows us to offer the service and expertise to maximize the lifetime value of your fleet. Please see our Training Proposal for more information. Please note that optional training is not included in the bus price.

Publications: The New Flyer Publications team combines extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. They supply accurate information in a timely manner, assisting the customer in the performance of proper bus maintenance, which adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please see our Publications Proposal for more information. Please note that publications are included in the bus price.

Tooling and Diagnostics: Please see our Tools and Diagnostics Proposal for more information. Please note that tooling and diagnostics are not included in the bus price.

Delivery Proposal: New Flyer is proposing a complete delivery by Q4 of 2022. Please note that delivery is included in the bus price.

Payment Terms: Following the terms and conditions of New Flyer's contract payment terms:

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

This project allows New Flyer the important opportunity to build a strong relationship with Montebello Bus Lines. It also gives us the opportunity again to delivery some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you again in the near future.

This quote is open for acceptance for thirty (30) days. Please indicate your acceptance by providing a Purchase Order to New Flyer of America, attention Stephanie Laubenstein, Director of Sales & Business Development at Stephanie.Laubenstein@newflyer.com.

Sincerely,



Barry Karlenzig
Technical Sales Manager
P 204.590.8394
Barry.Karlenzig@newflyer.com

Daniel Trujillo – Regional Sales Manager
Cameron Huber – Business Segment Director, Municipal & Private Fleets

CC: Stephanie Laubenstein – Director of Sales & Business Development

Tab 2, Price Summary

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Price Summary](#) for seven (7) – XN40 buses for Montebello Bus Lines.



Price Change Summary

Property:	Montebello
Option Origin:	2021-142
Sales Release No.:	0
Quantity:	7
Type:	XN40
Price Change No.:	1
Revision:	A
Date:	05-Jan-22

	Each	Total
Original Contract Price Base Coach	\$ 486,990.00	\$ 3,408,930.00
Base Bus Price Change Total	\$ 122,010.00	\$ 854,070.00
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 609,000.00	\$ 4,263,000.00
 Original Contract Price for Contract Spares (If priced separately)	 \$ -	 \$ -
Contract Spares Changes (Priced Separately) Total	\$ -	\$ -
Revised Contract Spares Priced Separately	\$ -	\$ -
 Original Contract Price for Miscellaneous (If priced separately)	 \$ -	 \$ -
Miscellaneous Price Change Total	\$ -	\$ -
Revised Miscellaneous Priced Separately	\$ -	\$ -
 Original Total Contract Price	 \$ 3,408,930.00	 \$ 3,408,930.00
Total Contract Price Changes	\$ 854,070.00	\$ 854,070.00
Revised Total Contract Price	\$ 4,263,000.00	\$ 4,263,000.00

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

Tab 3, Price Change Detail

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Price Detail Sheet](#).

This sheet includes all price changes that are required to go from the base bus to the proposed configuration, as requested.



Price Change Detail

Property:	Montebello
Option Origin:	2021-142
Sales Release No.:	0
Quantity:	7
Bus Type:	XN40

Price per coach						
Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Total
Base Bus Price Change	1	600	Customer Options		Add SRCR from 2524	81,248.00
	2	600	Customer Options		SRCR's from 2641 (Approved)	10,529.44
	3	PPI	Producer Price Index		Add PPI	30,232.56
Base Bus Price Change Total						122,010.00
Grand Total						122,010.00

Tab 4, Warranty Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Warranty Proposal](#).

Please note that Warranty Pricing is included as part of the bus price.

CONTRACT DELIVERABLES LIST	WARRANTY
CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	MCC	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	AESYS	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after 1st year.
Paint	Axalta	5	Unlimited	
Air Dryer	Bendix	2	200,000	
Alternator	EMP	2	100,000	
Charge Air Cooler	EMP	3	150,000	
Fire Suppression System	Amerex	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Hydraulic System	New Flyer of America	2	100,000	
Starter	New Flyer of America	2	100,000	
Towing	New Flyer of America	2	100,000	
Emission Control System	Cummins	5	100,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.

Power Steering System	New Flyer of America	2	100,000	
Radiator Fan Drive	EMP	3	150,000	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)

Tab 5, Training Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Training Proposal](#).

Please note that this proposal is for recommended training only. Training courses may be selected by Montebello Bus Lines. New Flyer's training team is happy to advise on selecting the correct training for your needs.

Corresponding prices are not included in the Bus Price.

CONTRACT DELIVERABLES LIST	CUSTOMER TRAINING
CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

New Flyer Supplied Training					
DESCRIPTION	COMMENTS	QTY HRS.	SELL PRICE	REQUIREMENT	BILLABLE: Y/N
Operator Orientation		4	\$986.85	Recommended	Y
Maintenance Orientation		4	\$986.85	Recommended	Y
Multiplex System		24	\$5,921.10	Recommended	Y
Entrance & Exit Doors		4	\$986.85	Recommended	Y
Wheelchair Ramp		4	\$986.85	Recommended	Y
Brake Systems and Axles		16	\$3,947.40	Recommended	Y
Air System and ABS		8	\$1,973.70	Recommended	Y
Suspension and Steering		8	\$1,973.70	Recommended	Y
Electric Fan Drive		4	\$986.85	Recommended	Y
Coolant Loop Fill Procedure		4	\$986.85	Recommended	Y
Towing		4	\$986.85	Recommended	Y
Body and Structure		4	\$986.85	Recommended	Y
CNG Fuel System		8	\$1,973.70	Recommended	Y
OEM/Subcontractor Supplied Training					
DESCRIPTION	COMMENTS	QTY HRS.	SELL PRICE	REQUIREMENT	BILLABLE: Y/N
Engine Maintenance		16	\$7,020.00	Recommended	Y
Transmission Maintenance		16	\$7,020.00	Recommended	Y
HVAC Maintenance		8	\$4,050.00	Recommended	Y
Fire Suppression/Gas Detection		8	\$2,700.00	Recommended	Y
Destination Sign		8	\$2,700.00	Recommended	Y

Tab 6, Publications Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's **Publications Proposal**.

Please note that Publication Pricing is included in the Bus Price.

CONTRACT DELIVERABLES SHEET	PUBLICATIONS
PRIMARY CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

New Flyer Bus Publications				This is for One XN40 Option Build Only
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Emergency Responder Guide (8.5x11 laminated paper)	9	With First Pilot Bus Delivery	6	Emergency information to be on board each bus
Operator's Guide	9	With First Pilot Bus Delivery	6	
Parts Manual	2	Within 30 Days AFTER Last Bus Delivery	12	
Service Manual	2	Within 30 Days AFTER Last Bus Delivery	6	
Vehicle System Drawings Manual (11x17 3-hole regular paper)	2	Within 30 Days AFTER Last Bus Delivery	6	
Parts Manual Listing	1	Within 30 Days AFTER Last Bus Delivery	6	MS Excel File via email
TIV USB	2	Within 30 Days AFTER Last Bus Delivery	6	Includes Bus Manuals PDF files on USB and OEM manuals identified with *** below
OEM Supplier Publications				This is for One XN40 Option Build Only
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Cummins L9N (CM2380) 2021EPA Engine OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		Parts info avail from Cummins Parts Website Only
Fault Code Troubleshooting Manual (Vol 1 - 4)	2	"	N/A	
Service Manual (Vol 1 - 2)	2	"	N/A	
Operation & Maintenance Manual	2	"	N/A	
Owners Manual	2	"	N/A	
Allison Transmission B300/400/3400xFE Gen 5 OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Service Manual - Gen 4/5	2	"	N/A	*
Parts Manual - Gen 4/5	2	"	N/A	*
Troubleshooting Manual - Gen 4/5	2	"	N/A	*
Principals of Operation Manual - Gen 5	2	"	N/A	*
Quick-Tech Troubleshooting Guide - Gen 5	2	"	N/A	*
Mechanics Tips - Gen 5	2	"	N/A	*
Operator's Manual - Gen 5	2	"	N/A	*
MCC HVAC OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Unit Operation & Service Parts Manual	2	"	N/A	*
Compressor Operation & Service Parts Manual	2	"	N/A	*
EMP Cooling System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
EMP MH4 Cooling System Service Manual	2	"	N/A	*
EMP MH4 Cooling System Troubleshooting Manual	2	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	2	"	N/A	*
Destination Sign OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
AESYS User Manual	2	"	N/A	*
AVA/AVL System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Avail Service Manual	2	"	N/A	*
Arow Global Drivers Door System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
DPS Service and Maintenance Manual	2	"	N/A	*
Amerex GD & FS System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
V25ABC System Operation & Maintenance Manual	2	"	N/A	*
SafetyNet Controller Operation & Maintenance Manual	2	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	2	"	N/A	*
Software User Guides	2	"	N/A	*
Other New Flyer Costs				This is for One XN40 Option Build Only
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (Years)	COMMENTS
Standard Labour Hours required for NF Bus Manual Set Publishing	400	N/A		Not charged to the customer

Tab 7, Tools and Diagnostics Proposal

Solicitation Requirements:

New Flyer Response:

Please see attached New Flyer's [Tools and Diagnostics Proposal](#).

Please note that this proposal outlines New Flyer's recommended tools and diagnostics package required to maintain the Xcelsior® bus. The package acts as a shopping list for Montebello Bus Lines to select from, as required.

The corresponding prices are not included in the Bus Price.

CONTRACT DELIVERABLES LIST	DIAGNOSTICS & TOOLS
CUSTOMER NAME	Montebello Bus Lines
BUS MODEL	XN40

COMMENTS	DESCRIPTION	QUOTED PART #	BID QTY	SELL PRICE	REQUIREMENT	BILLABLE: Y/N
Diagnostic Equipment						
for use with all diagnostic software	Panasonic FZ55 Toughbook Laptop	108658	1	\$3,062.12	Recommended	Y
	Nexiq USB Link 2	6353474	1	\$1,042.31	Recommended	Y
	Cummins Insite Lite (1-year subscription)	6339520	1	\$1,075.88	Recommended	Y
free download from Cummins website	Cummins Insite Software	NPN	1	\$0.00	Recommended	Y
	Allison DOC Premium - 1st Yr subscription download	6469849	1	\$1,103.83	Recommended	Y
	Intelligaire III Diagnostic Software & Cables	6393934	1	\$1,791.42	Recommended	Y
free download from EMP website	EMP Software	NPN	1	\$0.00	Recommended	Y
	Meritor Wabco ABS Software (1-year subscription)	6334596	1	\$391.23	Recommended	Y
provided by Luminator at n/c	Luminator MIE Software	NPN	1	\$0.00	Recommended	Y
free download from Parker-Vansco website	Vansco Software	NPN	1	\$0.00	Recommended	Y
free download from Parker-Vansco website	Smartrider Software	NPN	1	\$0.00	Recommended	Y
	Amerex SafetyNet Software & Interface	6355551	1	\$596.70	Recommended	Y
Special Tools						
	Kit - Lift Tow Universal	6396565	1	\$198.81	Recommended	Y
	Kit - Lift Tow Receivers	6396567	1	\$1,365.05	Recommended	Y
	Xcelsior Flat Tow adapter (2 pcs. Per set)	6395097	1	\$773.17	Recommended	Y
	Assy - Frame Flat Towing	902990	1	\$5,360.85	Recommended	Y
	Jacking Adapters	434434	1	\$946.28	Recommended	Y
	Repair Kit - Disc Brakes & Calipers	6408310	1	\$3,191.58	Recommended	Y
	Torque Multiplier	6314711	1	\$2,590.07	Recommended	Y
	Hub Repair Kit - MAN VOK-07 Frt Axle	6408311	1	\$6,904.16	Recommended	Y
	Optional Hub Removal Hydraulic Tool Kit - MAN VOK-07	6458834	1	\$4,439.96	Recommended	Y
	King Pin Press Kit - MAN VOK-07 Frt Axle	6408312	1	\$11,861.92	Recommended	Y
	Hub Repair Kit - MAN HY1350 RR Axle	6408306	1	\$4,561.29	Recommended	Y
	ABS Sensor R&R Kit - MAN HY1350 RR Axle	6408307	1	\$767.14	Recommended	Y
	Pinion Seal Repair Kit - MAN HY1350 RR Axle	6444302	1	\$2,187.45	Recommended	Y
	Differential Repair Kit - MAN HY1350 RR Axle	6444303	1	\$6,628.47	Recommended	Y
	Optional Tool Kit - MAN HY1350 RR Axle	6444304	1	\$28,363.10	Recommended	Y
	Rebuild Kit - EMP Alternator	6405510	1	\$3,946.60	Recommended	Y
	Coolant System Pressure Tester	660817	1	\$832.05	Recommended	Y
	Kit - Coolant Pressure Fill	6484741	1	\$2,601.03	Recommended	Y
	Adj Tool - Strg Gear Box Press Relief	6465265	1	\$297.07	Recommended	Y
	Depth Punch - Strg Gear Box Press Relief	6465266	1	\$271.30	Recommended	Y
	Flow Meter Tester - Strg Gear Box	140809	1	\$560.32	Recommended	Y
	Puller Tool - Pitman Arm	6394270	1	\$315.82	Recommended	Y
	Alignment Tool - Flex Connector	6360381	1	\$706.52	Recommended	Y
	Kit - Allison Service Tools	6360446	1	\$8,445.79	Recommended	Y
	Eng/Trans Dolly - Universal	086444	1	\$2,575.54	Recommended	Y
	TK R407c A/C Tool Kit	6397159	1	\$21,316.19	Recommended	Y
	Cummins L9N Service Tool Kit	6483729	1	\$23,574.06	Recommended	Y
	Amerex Discharge Hose Blowout Adapter	052132	1	\$114.44	Recommended	Y
	Amerex Fire Alarm/Simulator Module	135582	1	\$274.64	Recommended	Y
	Amerex Calibration Kit - AMGaDS III	6459321	1	\$1,306.15	Recommended	Y
	CNG Tank Valve Installation Tool	6467614	1	\$1,882.79	Recommended	Y

Tab 8, Drawings

Solicitation Requirements:

Provide floor plan drawings.

New Flyer Response:

Please see the attached drawings, as requested:

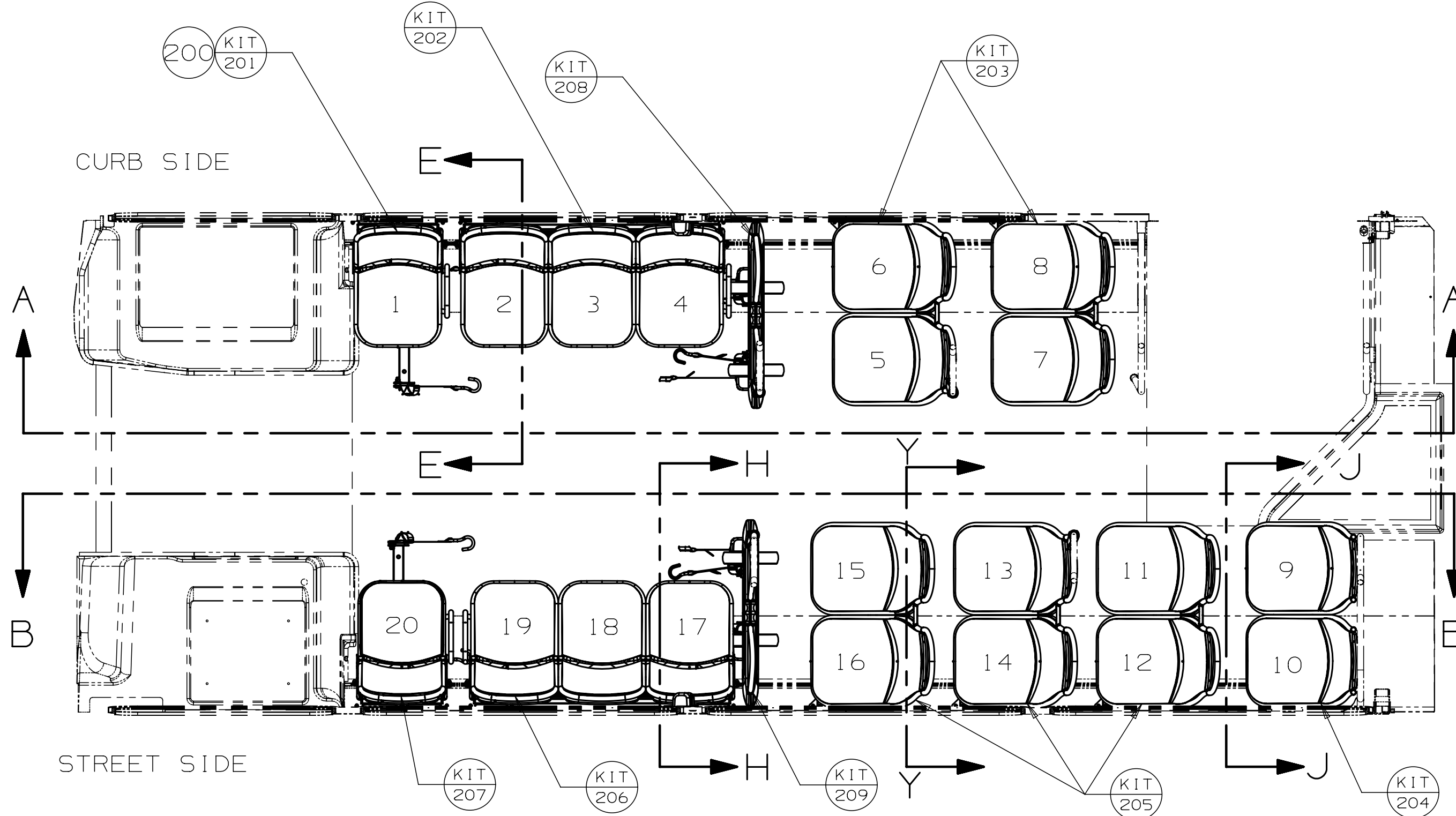
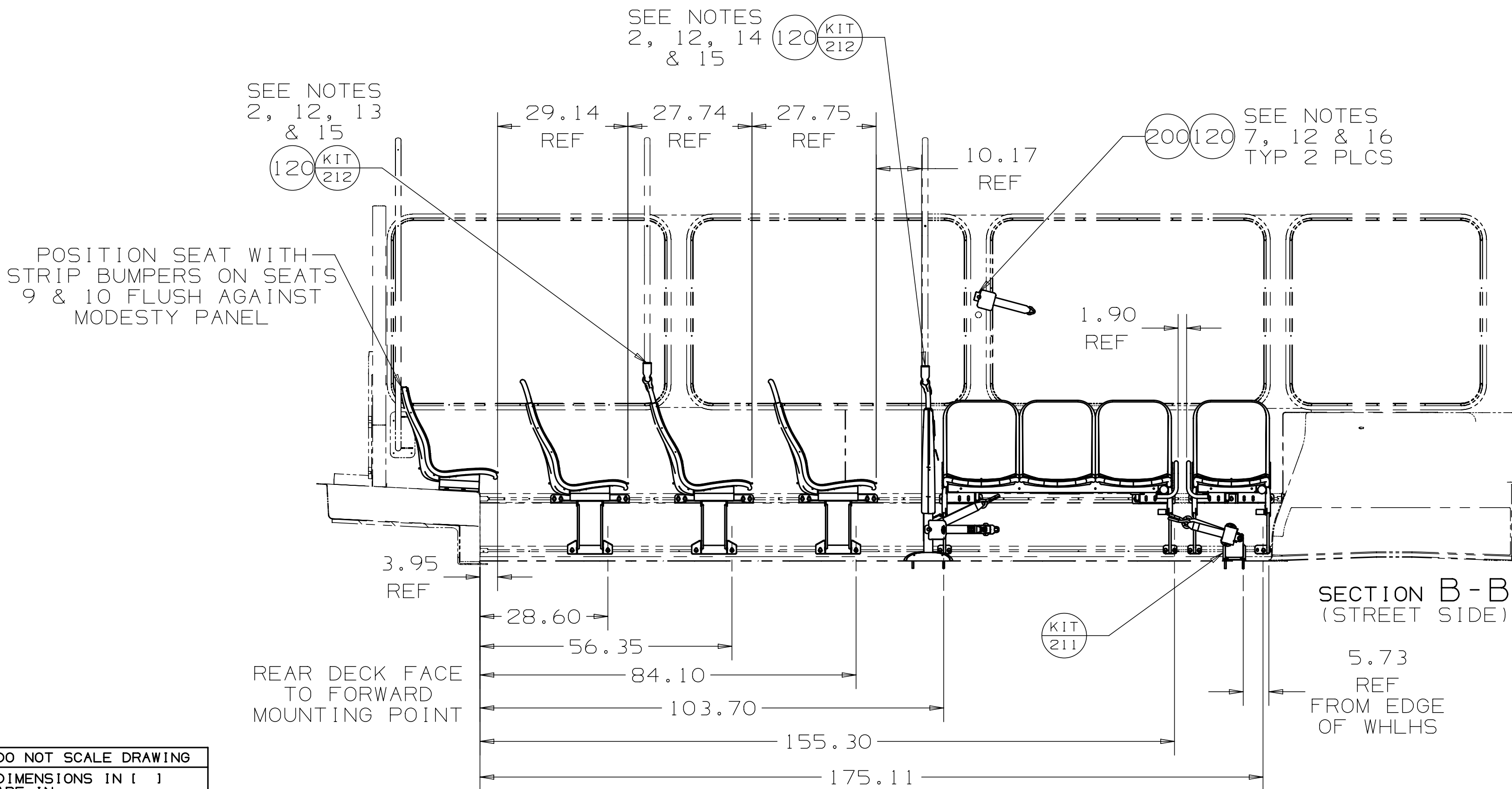
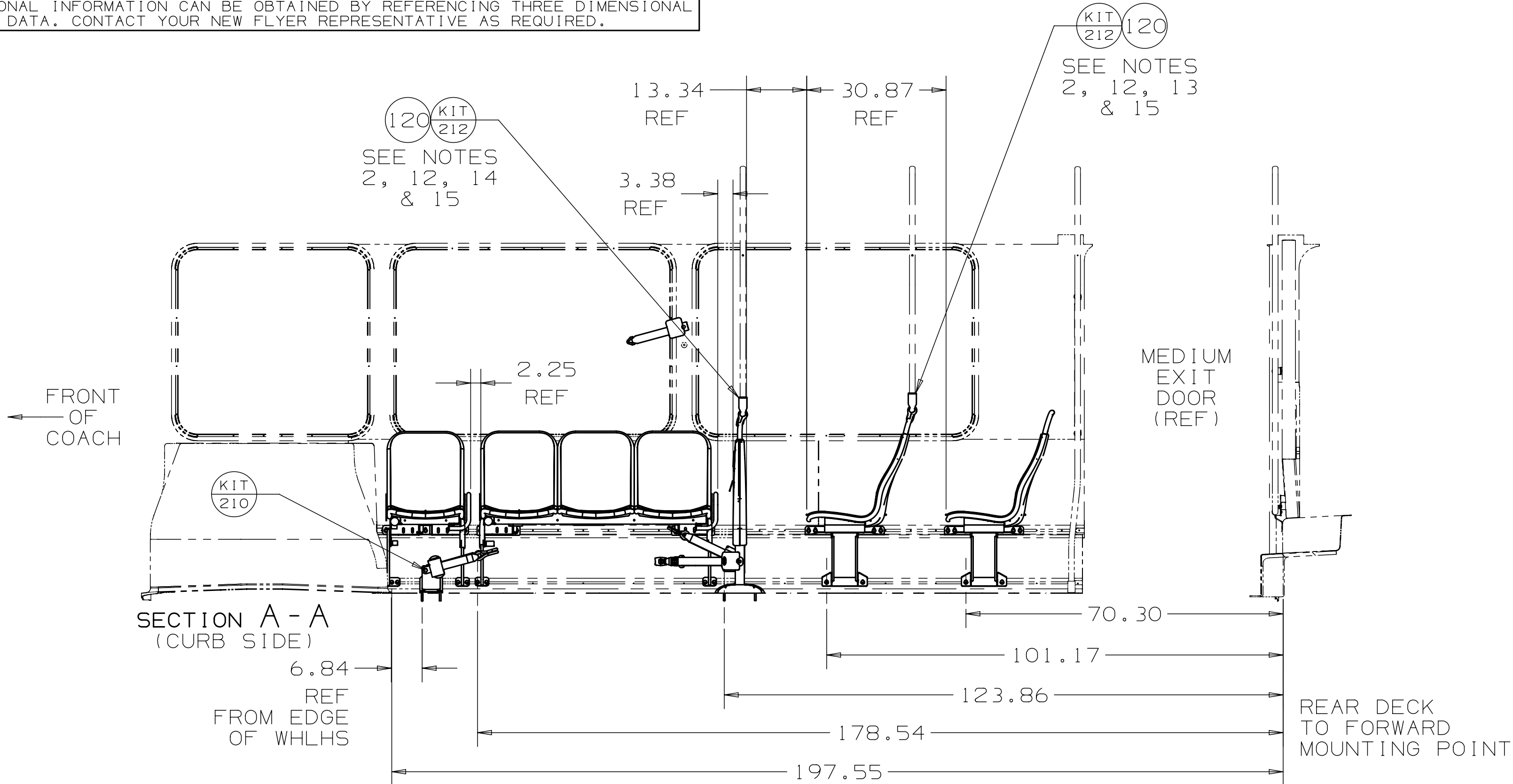
- [DWG 854310, Seating Layout, Lower Deck](#)
- [DWG 854312, Seating Layout, Upper Deck](#)
- [DWG 839550, Elevation](#)

THE INFORMATION CONTAINED IN THIS DRAWING IS PROPRIETARY TO NEW FLYER INDUSTRIES CANADA ULC OR ITS AFFILIATES ("NEW FLYER"). THIS DRAWING AND ALL MATERIAL DELIVERED WITH IT MUST BE RETURNED UPON REQUEST, AND SHALL NOT BE DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF NEW FLYER. ONE OR MORE PATENTS MAY BE PENDING FOR THE PRODUCTS DEPICTED HEREIN. (C) 2020 NEW FLYER INDUSTRIES CANADA ULC. ALL RIGHTS RESERVED.

ADDITIONAL INFORMATION CAN BE OBTAINED BY REFERENCING THREE DIMENSIONAL DESIGN DATA. CONTACT YOUR NEW FLYER REPRESENTATIVE AS REQUIRED.

NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

DRAWING N°
854310



DESIGN REF NOTES:

- AMSECO VISION SEATS WITH CANTILEVER MOUNTING EXCEPT SEATS 9 & 10
- STAINLESS STEEL GRABRAILS
- W/C RESTRAINT BELTS W/ FOOT PEDAL RELEASE
- W/C BARRIERS W/ REMOTE RELEASE
- BELTS ARE Q'STRAIT, J-HOOK TYPE
- SQUARE TOUCH PAD ON 3P STREET & CURB SIDE LONGITUDINAL FLIP-UP SEATS
- STREETSIDE MODESTY PANEL
- FOR 40' XCELSIOR
- DIESEL, DIESEL ELECTRIC, CNG
- MEDIUM EXIT DOOR

SEE NOTE 4

1	EA	200	854309	KIT-SEATING L/D VISION	-
0.010	EA	120	081034	LOCITE-243 MEDIUM IOML	-
64	EA	79	356596	T-BOLT-SEAT MOUNTING	0.05 LBS
8	EA	77	20B06024	BOLT SST 3/8 UNC X 1.5 LG	-
12	EA	36	20B06032	BOLT-HEX SST 3/8UNC 2.00	-
64	EA	32	8410536	NUT-CRN 3/8UNC GR5	0.03 LBS
148	EA	30	50W06000	WASHER FLAT SS 3/8 NOM	-
QTY	U/M	ITEM	PART NO.	DESCRIPTION	WEIGHT
MATERIAL		UNSPEC'D TOLS.	DEC. IN.	TITLE	
WEIGHT		.X .XX .XXX HOLE DIA. BEND RADII ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TMPLT-SEATING L/D VISION	
TREATMENT		SIMILAR TO 637864		PART N° 854310	
NONE				NEW FLYER	
				SCALE 1:20	SHEET 1 OF 3

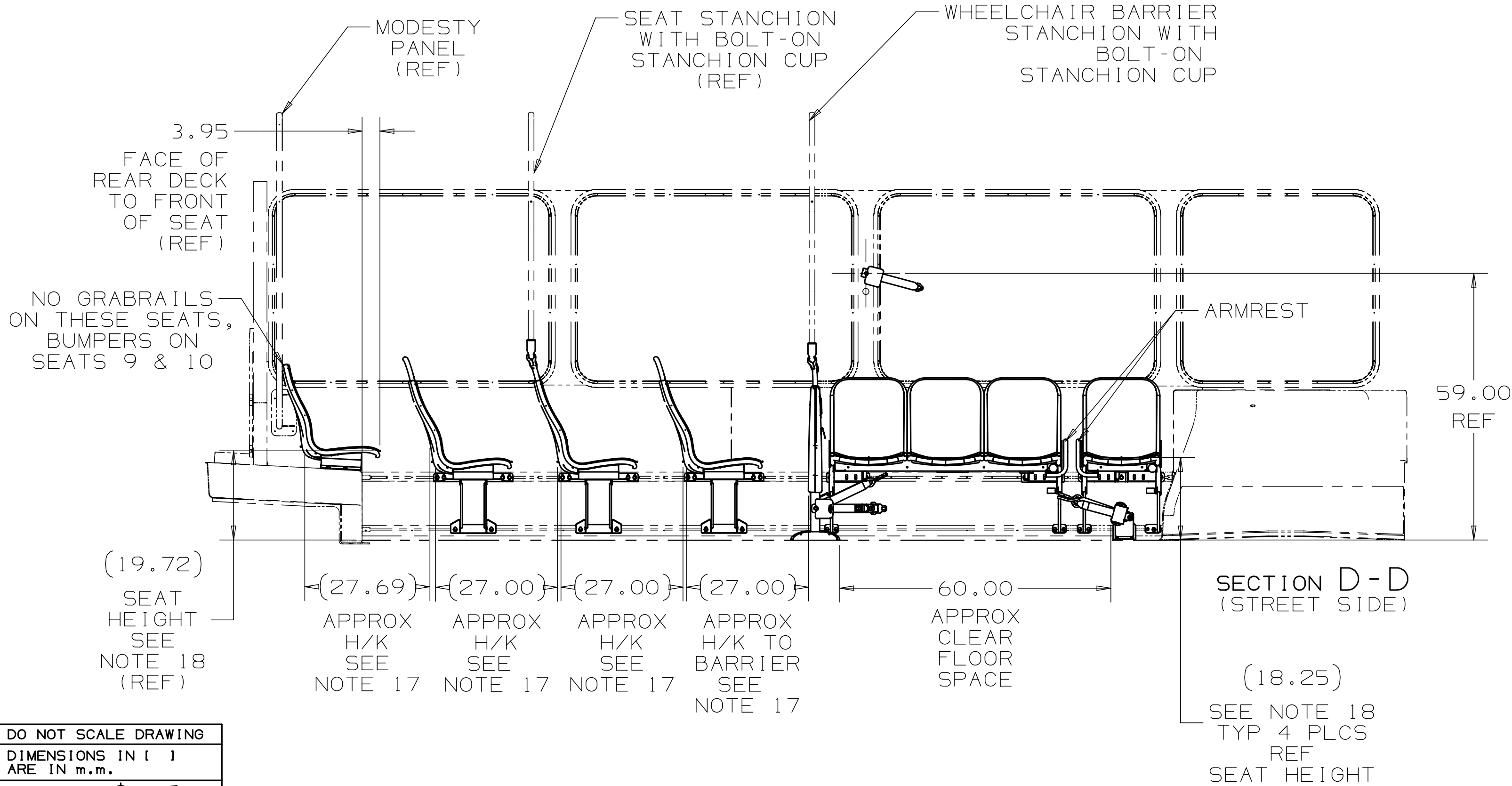
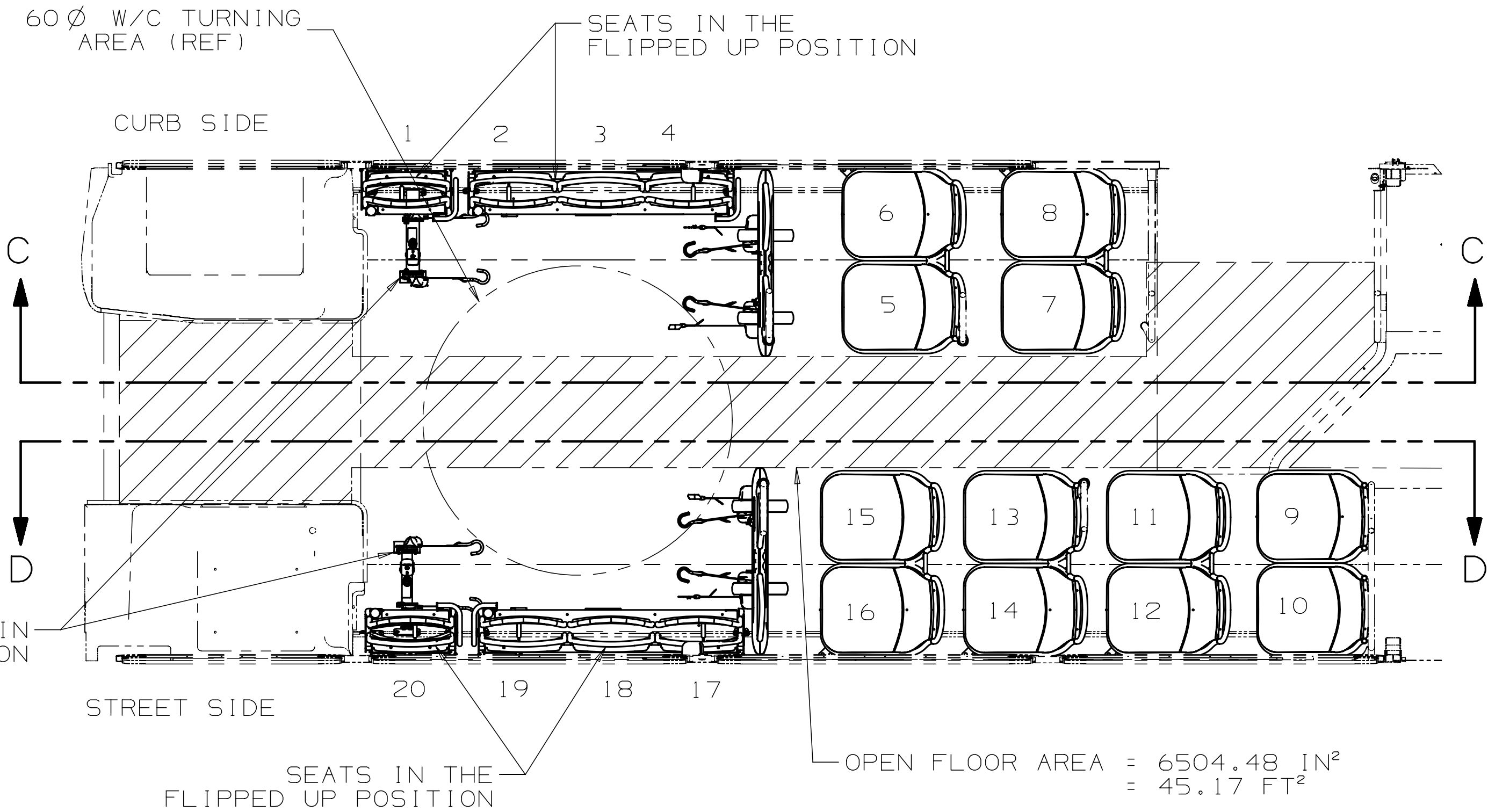
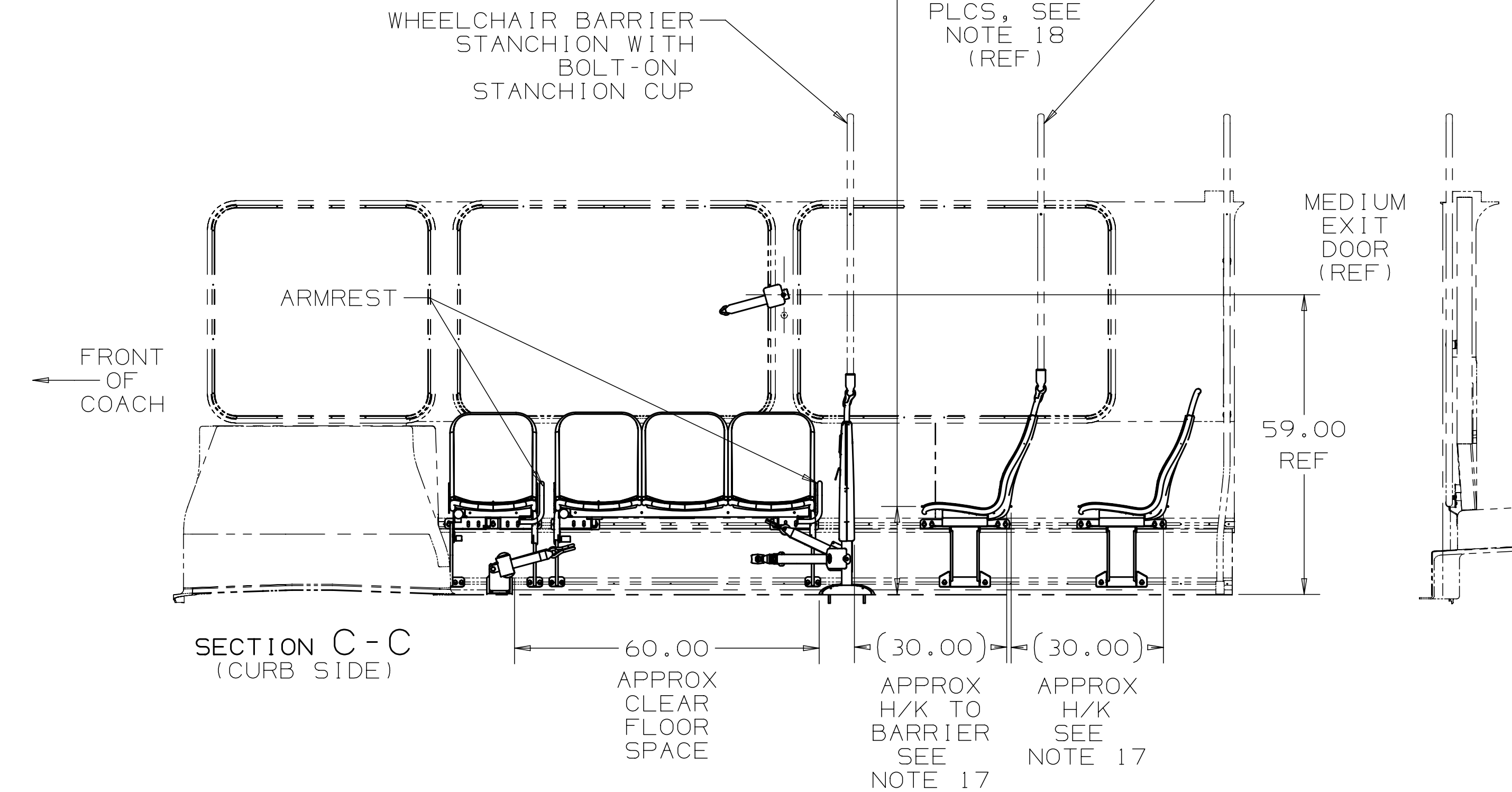
DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	B	1) UPDATED VENDOR PART GEOMETRY FOR KIT ITEM 207 2) ALL DIMENSIONS AND VIEWS UPDATED ACCORDINGLY
01-SEP-20	REV	DESCRIPTION
		ECO
		ECN-158876

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ADDITIONAL INFORMATION CAN BE OBTAINED BY REFERENCING THREE DIMENSIONAL DESIGN DATA. CONTACT YOUR NEW FLYER REPRESENTATIVE AS REQUIRED.

NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

DRAWING N°
854310



NOTES:

- 17) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE HIP TO KNEE WITH VR-50 INSERT, SUBTRACT A 1/2" FROM THE HIP TO KNEE DIMENSION FOR PADDED INSERTS (1/2" OR 1-1/4"). REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 18) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE SEAT HEIGHT WITH VR-50 INSERT. ADD 1/2" TO THE SEAT HEIGHT DIMENSION FOR 1/2" PADDED INSERTS AND 1-1/8" FOR 1-1/4" PADDED INSERTS RESPECTIVELY. REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 19) ALL H/K DIMENSIONS HAVE ±.50" TOLERANCE WHERE H/K = HIP TO KNEE.

DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	B SEE SHEET 1	ECN-158B76
01-SEP-20	REV	DESCRIPTION ECO

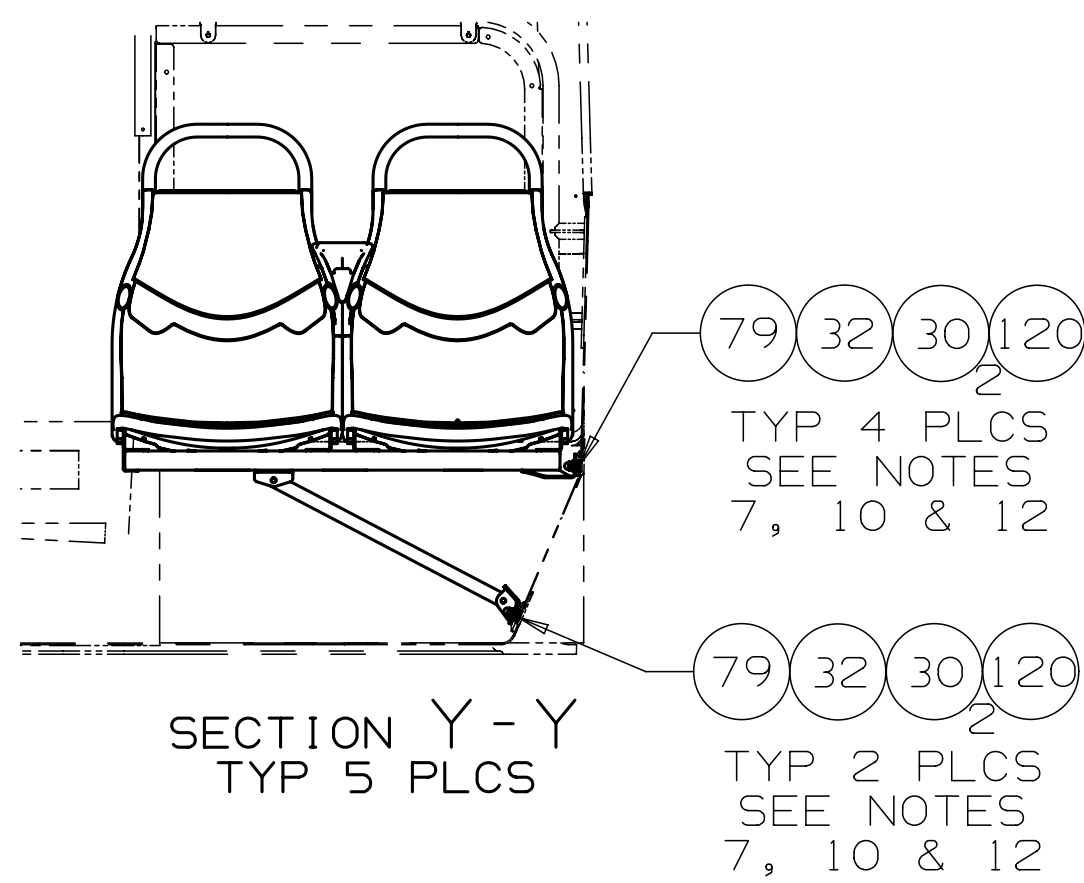
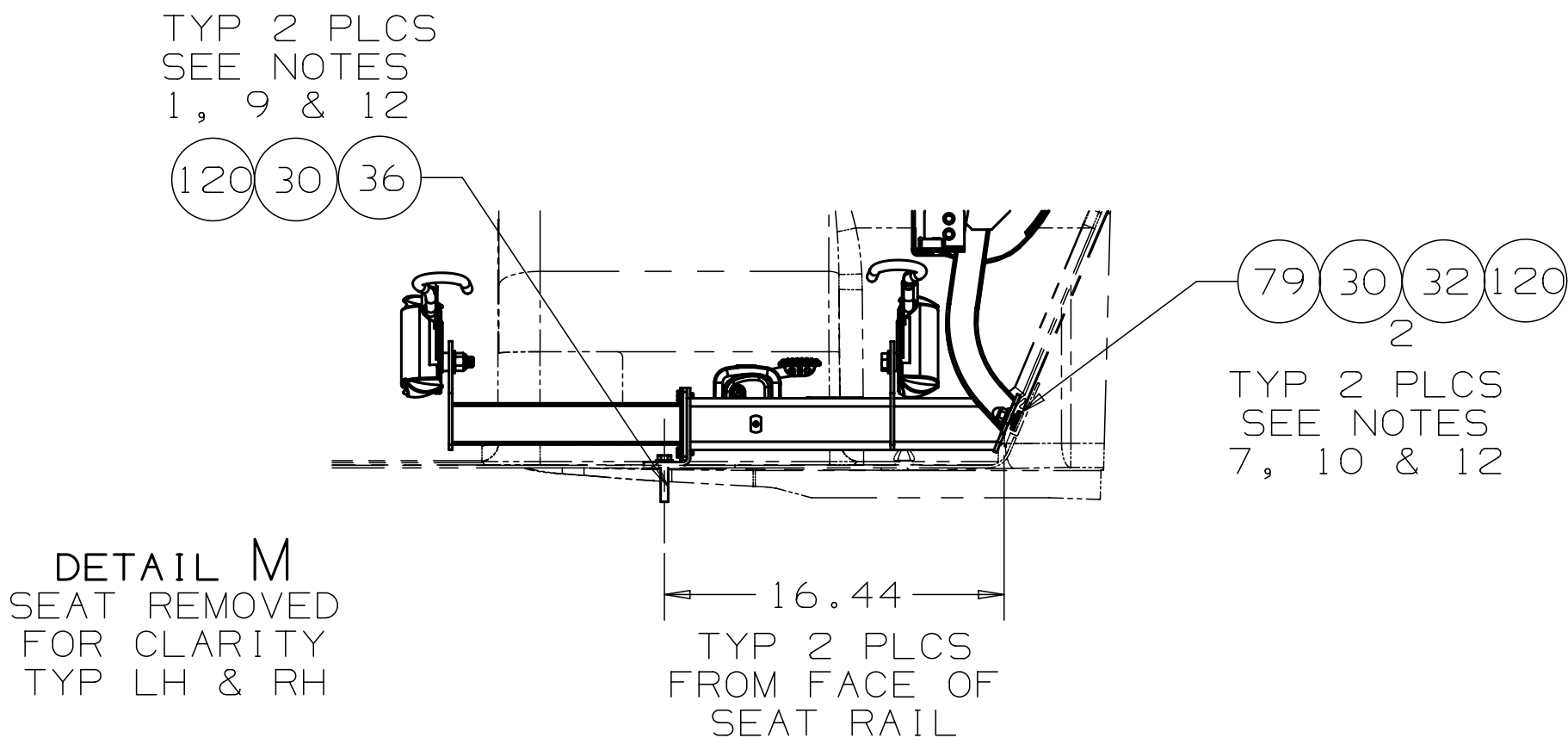
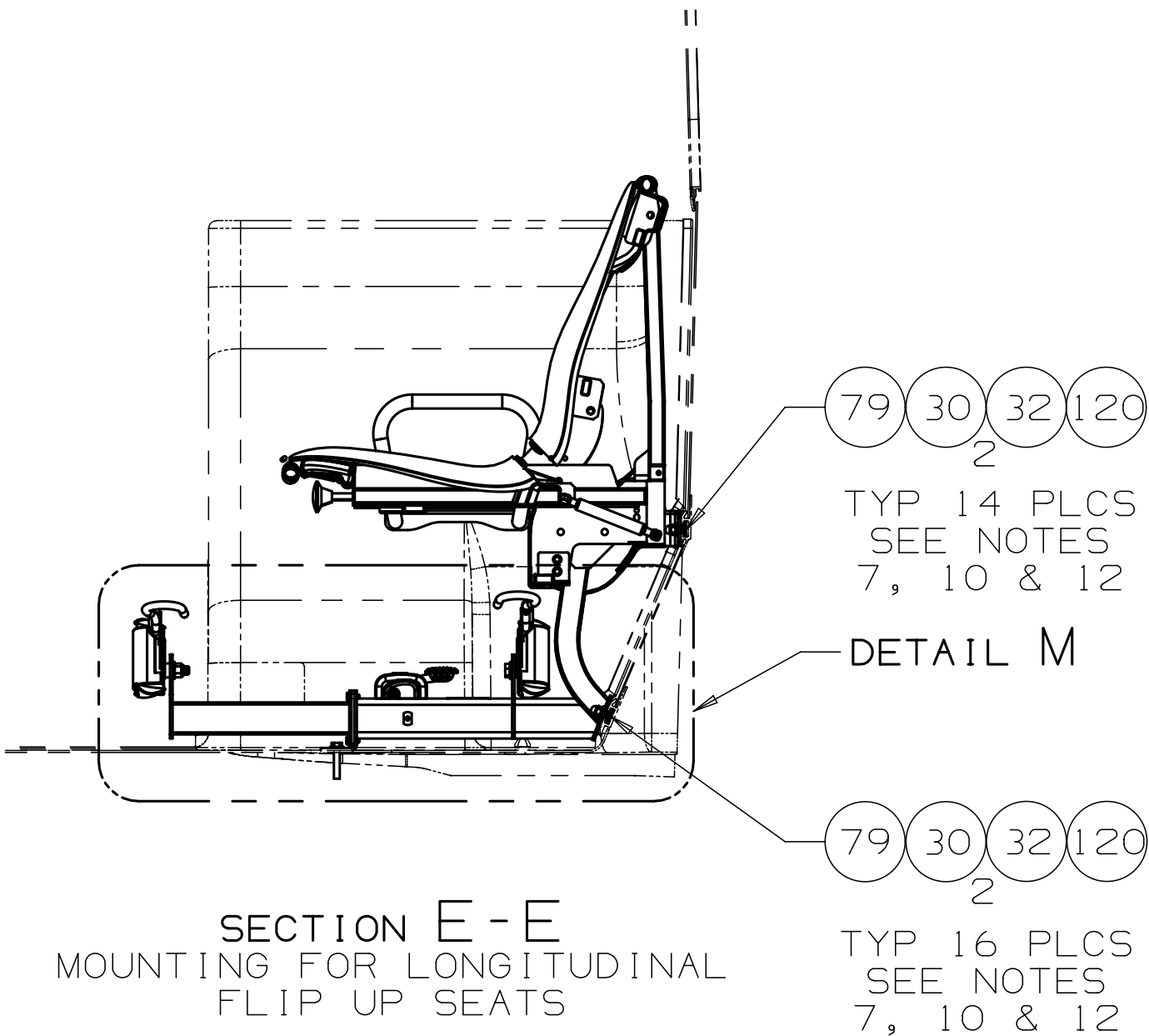
MATERIAL	UNSPEC'D TOLS.	DEC. IN.	TITLE	
WEIGHT	.X .XX XXX HOLE DIA. BEND RADII. ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TMPLT-SEATING L/D VISION	
TREATMENT	SIMILAR TO 637864		 NEW FLYER	PART N° 854310
SCALE 1:20			D	SHEET 2 OF 3

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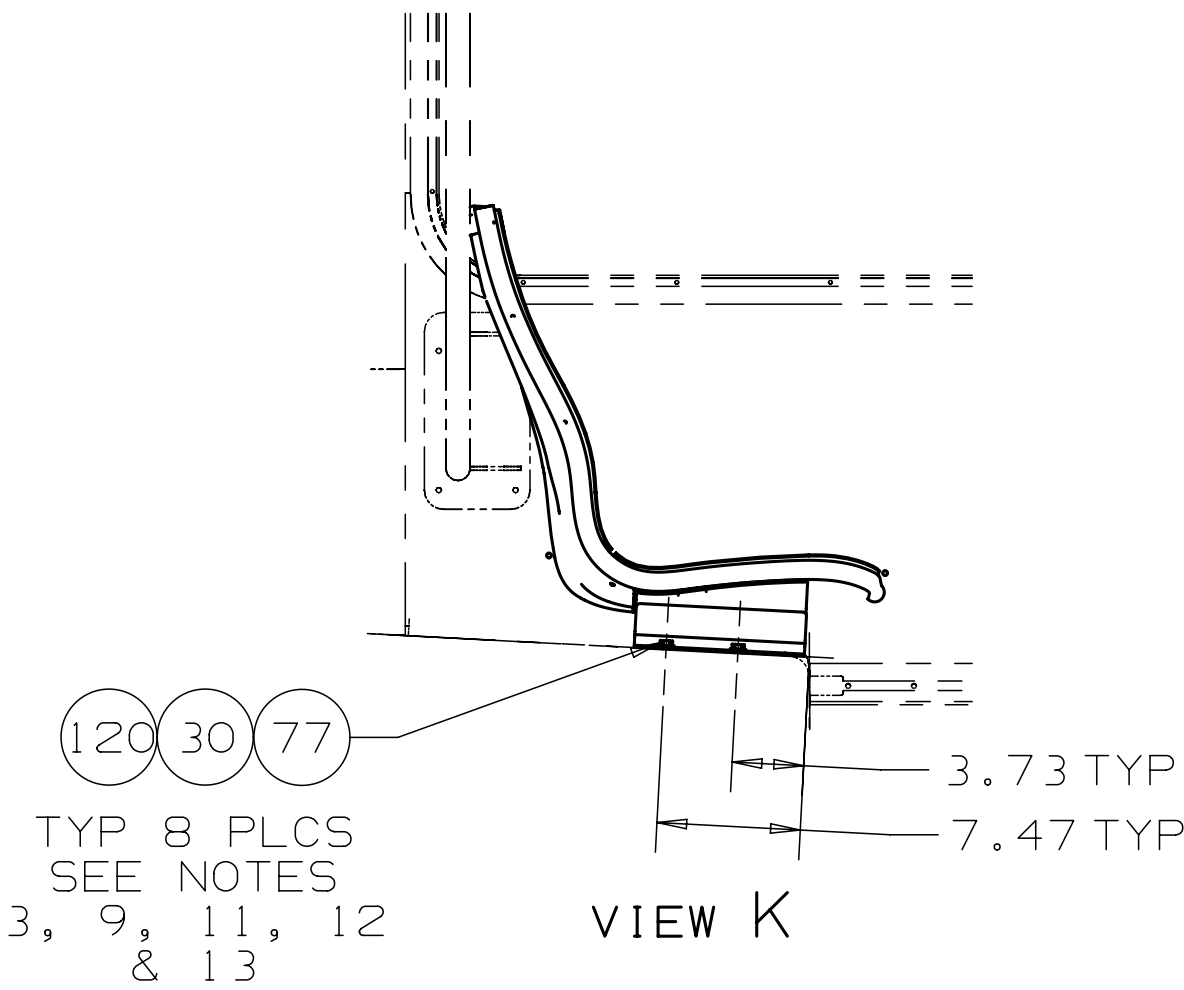
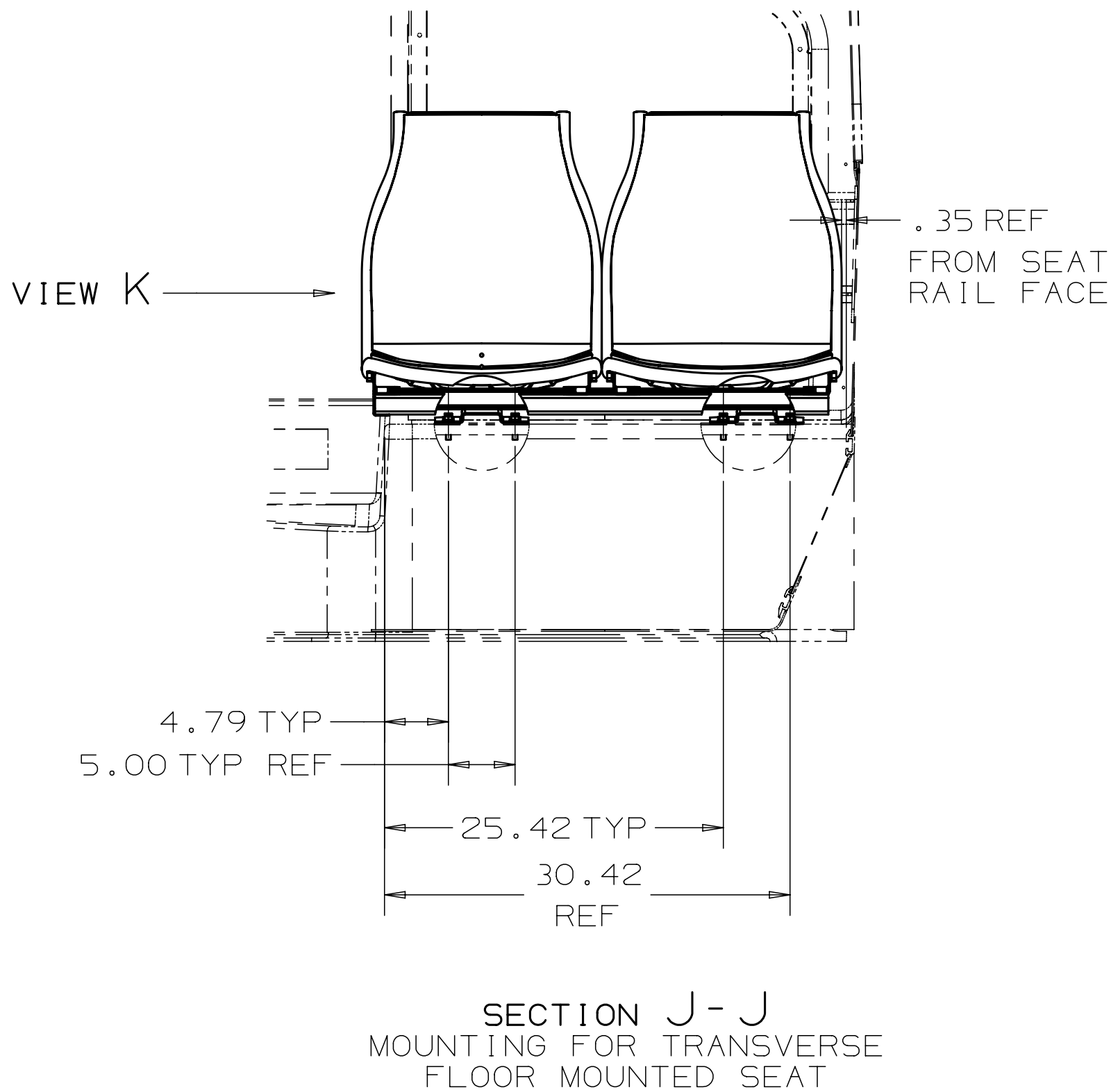
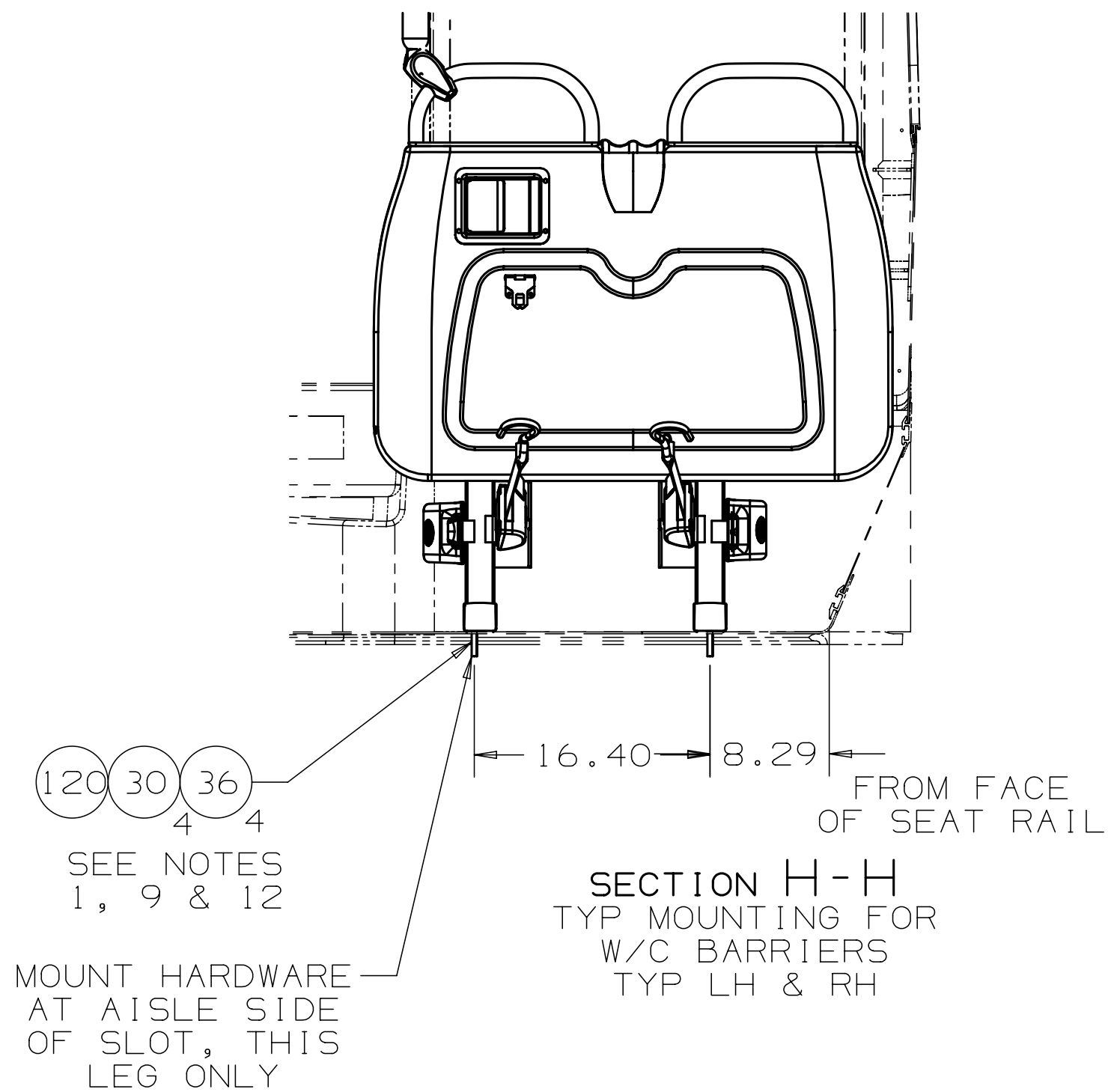
ADDITIONAL INFORMATION CAN BE OBTAINED BY REFERENCING THREE DIMENSIONAL DESIGN DATA. CONTACT YOUR NEW FLYER REPRESENTATIVE AS REQUIRED.

NOTE: FOR INSTALLATION DRAWINGS PLEASE REFER TO ATTACHED MRP BOM SHEET FOR PARTS LISTING

DRAWING N°
854310



- NOTES (WHERE APPLICABLE):
1. DRILL .312 PILOT HOLE AND TAP FOR 3/8-16 HARDWARE.
 2. ADJUST THE ANGLE ON THE SEAT BOLT-ON STANCHION CUP SO THAT THE STANCHION IS VERTICAL. REFER TO VENDOR DRAWING FOR INSTALLATION INSTRUCTIONS FOR MOUNTING STANCHION CUP TO SEAT GRABRAIL.
 3. REFER TO SEAT VENDOR DRAWINGS FOR MORE DETAILS WITH REGARDS TO INSTALLING SEATS AND RESTRAINTS
 4. KIT 854309 IS A TEMPLATE. REFER TO ORACLE BOM FOR CONTRACT SPECIFICATIONS.
 5. SALES TO SEND SEAT SPECIFICATION DRAWING 265402-XXXX TO CUSTOMER, WHERE XXXX IS THE CONTRACT SR NUMBER.
 6. ALL H/K DIMENSIONS HAVE $\pm .50$ TOLERANCE, WHERE H/K = HIP TO KNEE.
 7. TORQUE HARDWARE TO 35 FT-LBS.
 8. SPLIT BALLOONS SUCH AS ^{KIT}XXX REFER TO ITEM XXX IN KIT ITEM 200. ALL SPLIT BALLOONS ARE REFERENCED ITEMS.
 9. TORQUE HARDWARE TO 17 FT-LBS.
 10. SLIDE ALL REQUIRED SEAT-RAIL BOLT-ANCHORS (ITEM 79) WITHIN SEAT-RAIL OPENINGS PROVIDED ON CS AND SS.
 11. ALL MOUNTING HARDWARE HAVE PILOT HOLES DRILLED THROUGH FLOORING AND PLYWOOD TO LOCATE WELD NUTS ON THE BONDED TAPPING PLATES.
 12. APPLY 1 TO 2 DROPS OF LOCTITE (ITEM 120) TO THE INNER THREADS OF THE HARDWARE. IF LOCTITE IS ALREADY SUPPLIED WITH HARDWARE, NO LOCTITE WILL BE REQUIRED. IF HARDWARE IS LOOSENEED FOR ADJUSTMENTS, RE-APPLY NEW LOCTITE TO THREADS OF HARDWARE
 13. SEE STANCHION CUP DWG 395198 FOR INSTALLATION INSTRUCTIONS.
 14. SEE STANCHION CUP DWG 322347 FOR INSTALLATION INSTRUCTIONS.
 15. TRIM STANCHION TO FIT, ENSURE THAT STANCHION IS NOT CUT TOO SHORT & THAT IT FITS TIGHTLY IN TEE CLAMPS
 16. USE HARDWARE SUPPLIED BY VENDOR TO MOUNT SHOULDER HARNESS ONTO EXISTING 7/16-20 THREADED TAPPING PLATE STUD. INSTALL VENDOR SUPPLIED SPRING WASHER (VENDOR P/N Q6-6563) BETWEEN THE RESTRAINT AND THE WALL MOUNT WITH RAISED INNER DIAMETER TOWARDS RESTRAINT. DO NOT INSTALL VENDOR SUPPLIED LOCK WASHER (VENDOR P/N Q8-6510) AND NYLON WASHER (Q5-6562) IF PROVIDED.

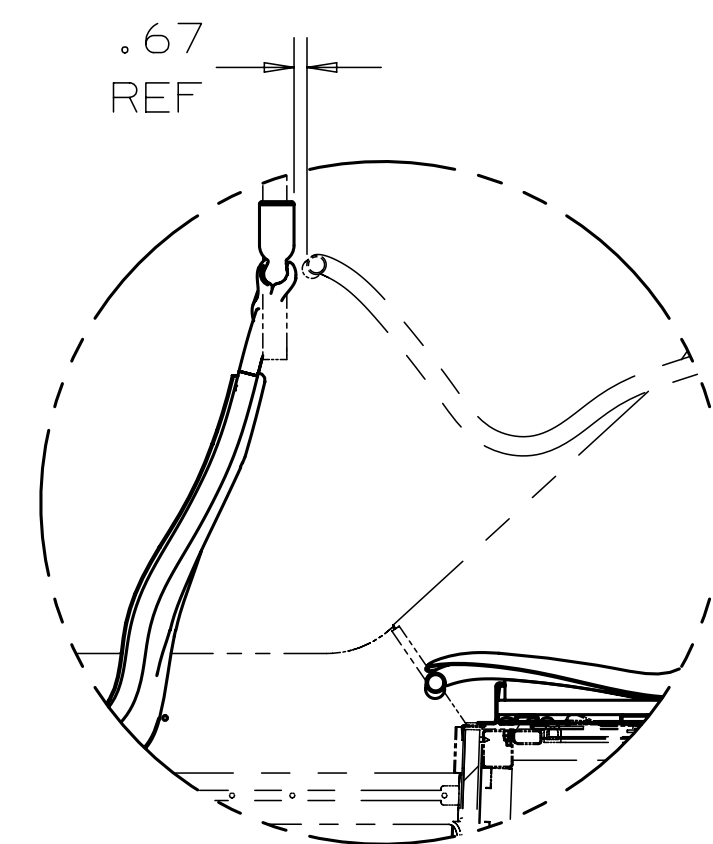
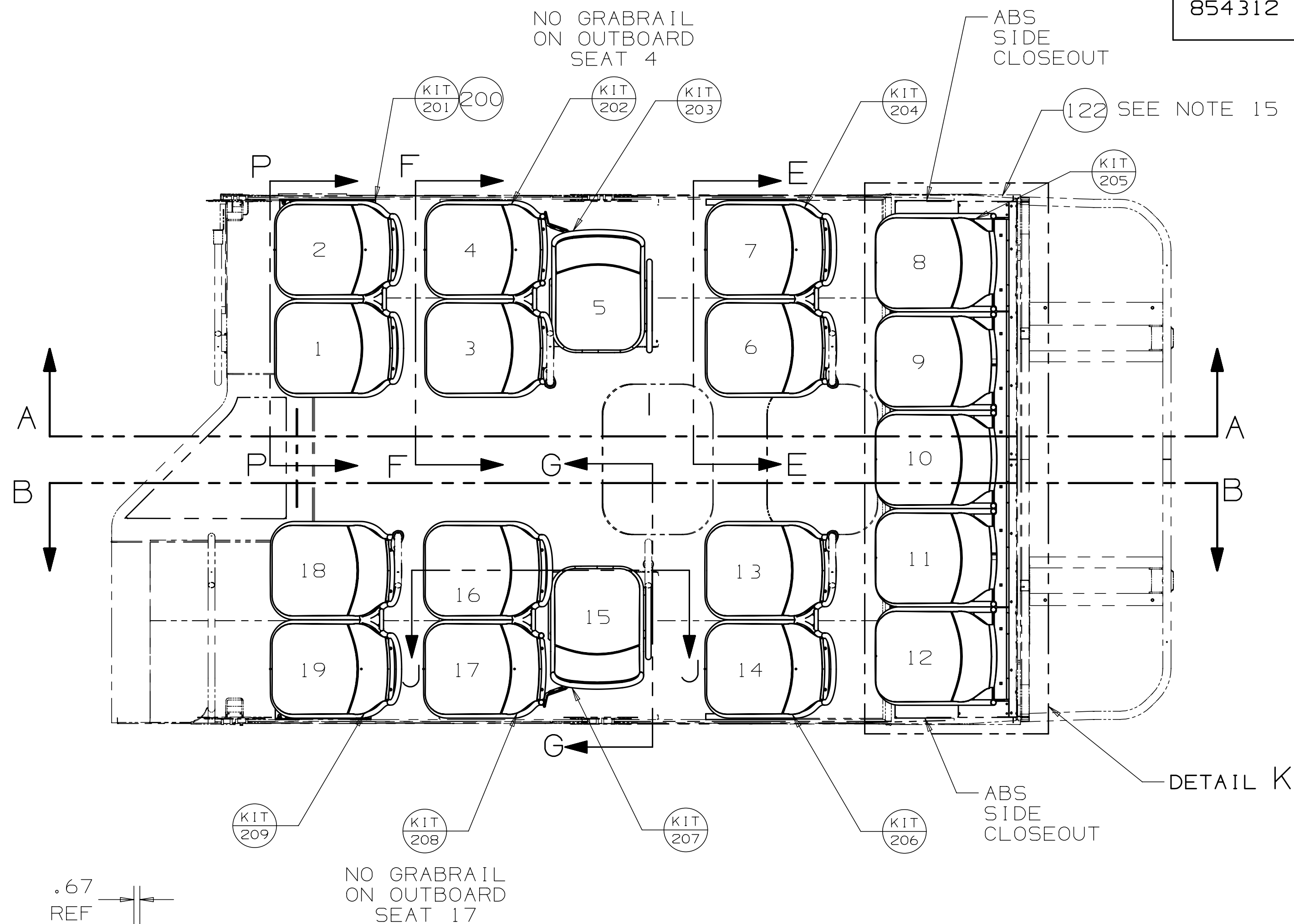
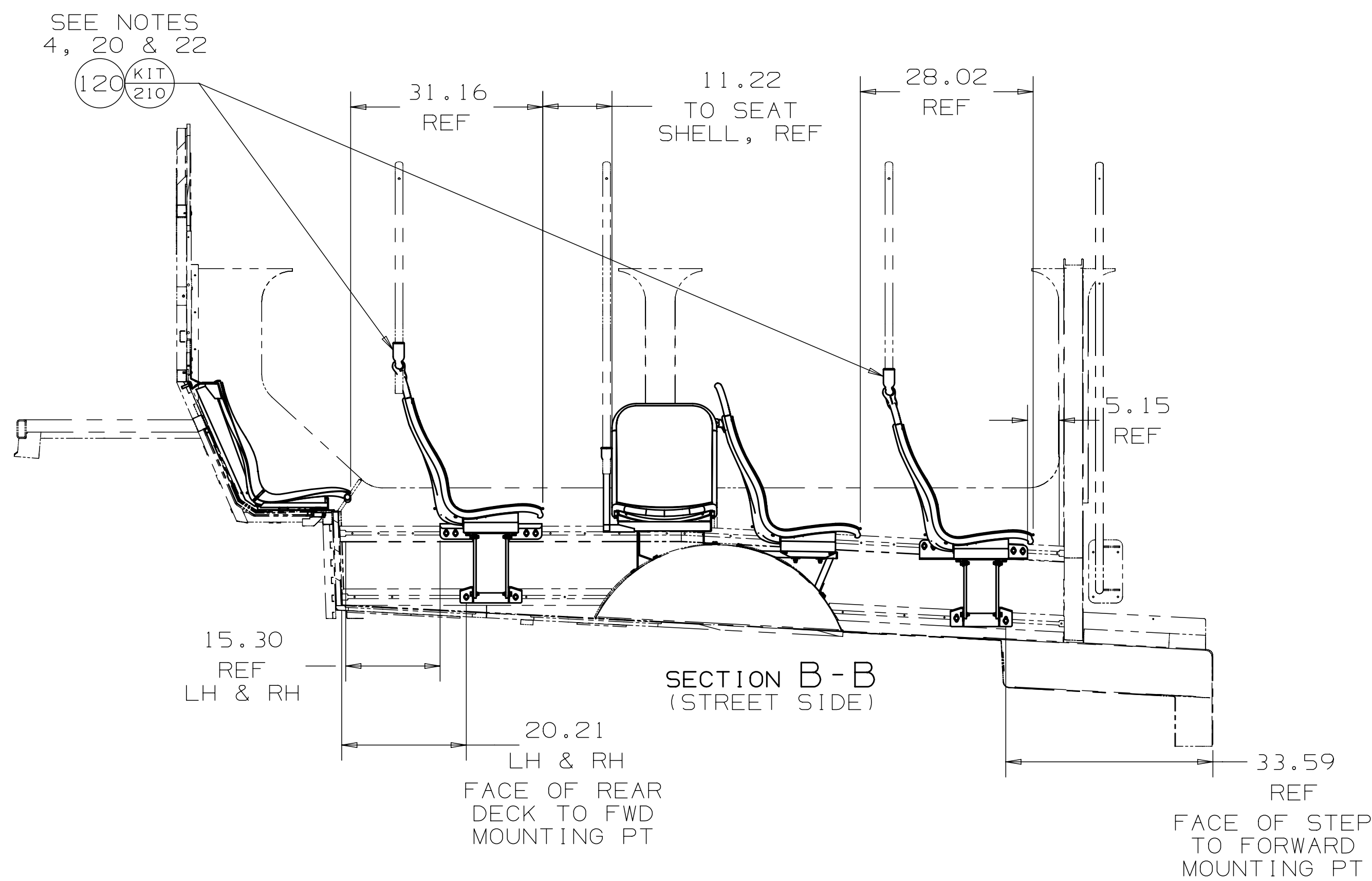
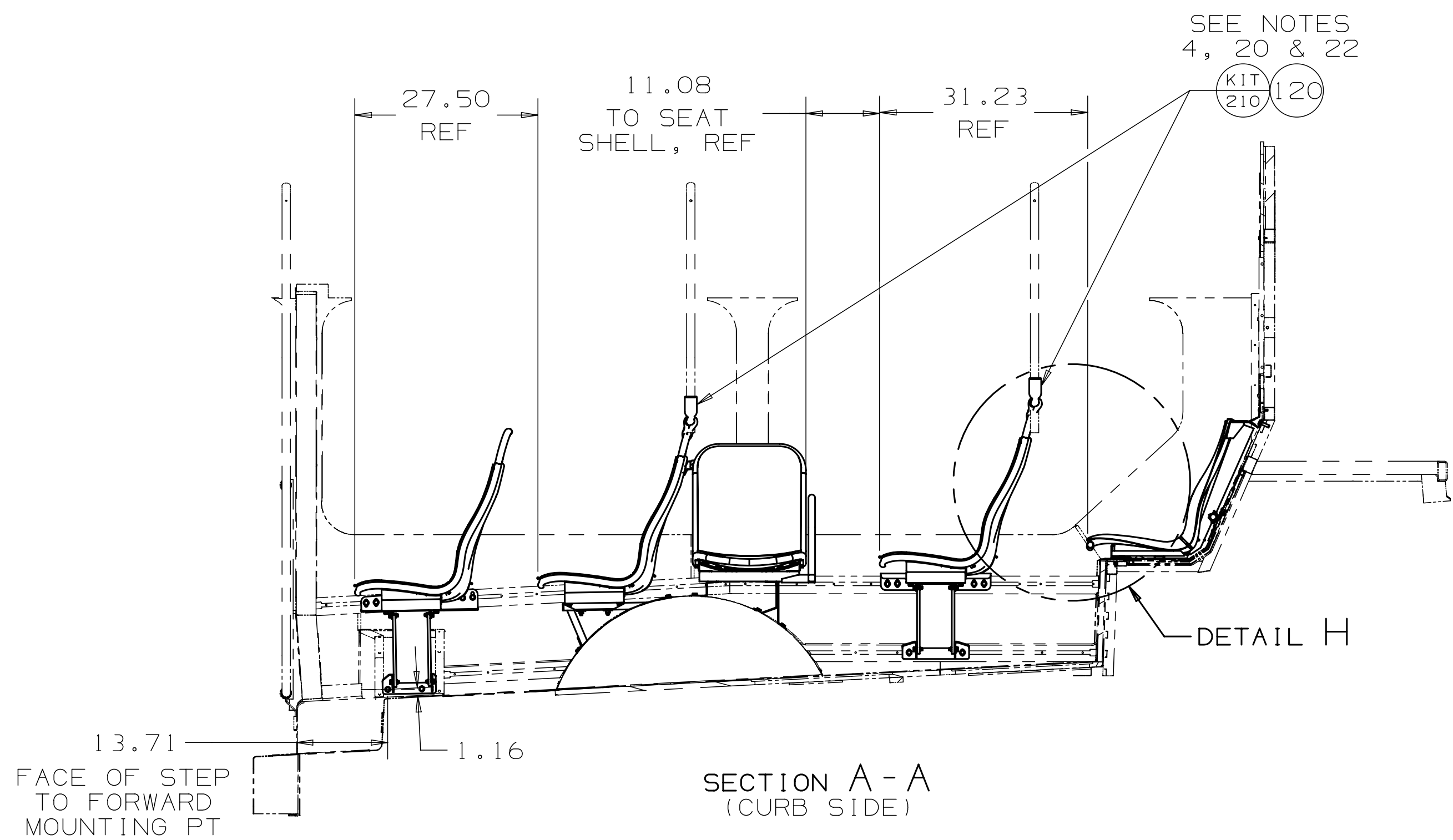


DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	B SEE SHEET 1	ECN-158876
01-SEP-20	REV	DESCRIPTION ECO

MATERIAL	UNSPEC'D TOLS.	DEC. IN.	TITLE	
WEIGHT	.X .XXX HOLE DIA. BEND RADII. ANGLE TOL.	$\pm .12$ $\pm .06$ $\pm .03$ $\pm .015$ $\pm .1^\circ$	TMPLT-SEATING L/D VISION	
TREATMENT	SIMILAR TO 637864			PART N° 854310
			SCALE 1:10	SHEET 3 OF 3

REPORT ALL ERRORS TO ENG. DEPT.

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DETAIL H
SCALE 1:10

SEE NOTE 6

DESIGN REFERENCE NOTES:

- AMERICAN SEATING VISION
- SEATS W/ CANTILEVER MOUNTING
- STAINLESS STEEL GRABRAILS
- STAINLESS STEEL ARMRESTS
- STREETSIDE MODESTY PANEL

- FOR ALL XCELSIOR COACH LENGTHS
- DIESEL, DIESEL ELECTRIC, CNG
- NON REAR WINDOW

1	EA	200	854311	KIT-SEATING U/D VISION	-
1,000	FT	122	003502	CHANNEL-U RBR 1/2LX1/4W	-
1,000	ML	121	242702	ADHESIVE-SIKA 221 WHITE	-
0.010	EA	120	081034	LOCITE-243 MEDIUM IOML	-
22	EA	79	356596	T-BOLT-SEAT MOUNTING	0.05 LBS
30	EA	78	20B06020	BOLT SS 3/8 X 1.25 L	-
24	EA	75	34S04016	SCREW-1/4-20 X 1.0	-
32	EA	73	50W04000	WASHER-FLAT 1/4 NOM	-
4	EA	68	34S04012	SCREW-TPG 1/4-3/4	-
16	EA	44	382839	SCREW-TAMPER PR #10 TPG 1.25 LG	-
13	EA	43	14S06024	SCREW MACH 3/8-16 X 1.5"	-
4	EA	41	34S04020	SCREW TPG 1/4 X 1 1/4 LG	-
30	EA	35	50N06000	NUT SST 3/8 UNC	-
22	EA	32	8410536	NUT-CRN 3/8UNC GR5	0.03 LBS
117	EA	30	50W06000	WASHER FLAT SS 3/8 NOM	-
QTY	U/M	ITEM	PART NO.	DESCRIPTION	WEIGHT

MATERIAL N/A		UNSPEC'D TOLS.	DEC. IN.	TITLE	
WEIGHT N/A		.X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TMPLT-SEATING U/D VISION	
TREATMENT NONE		SIMILAR TO 637869		 NEW FLYER	PART N° 854312
				SCALE 1:16	D SHEET 1 OF 4

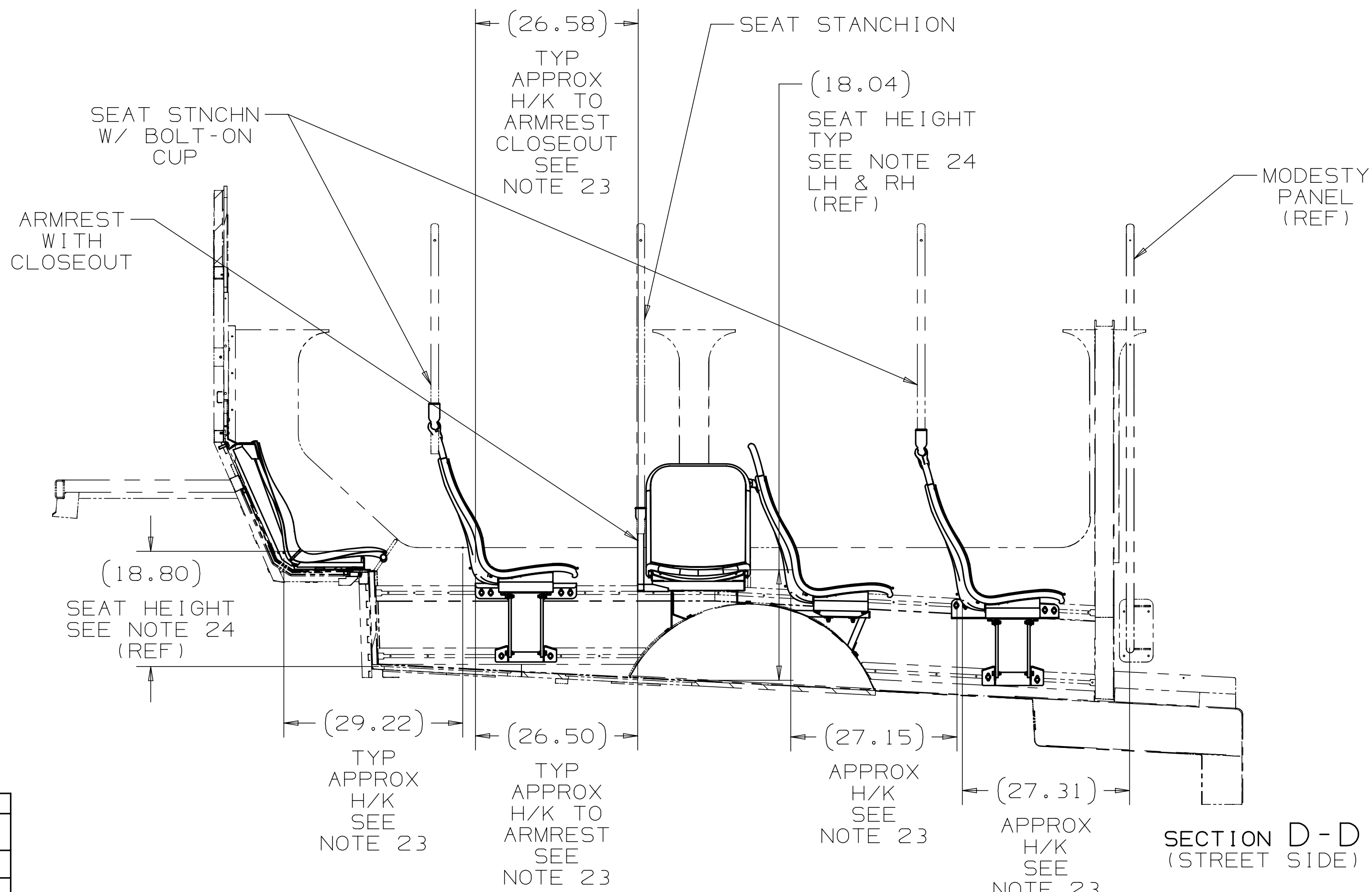
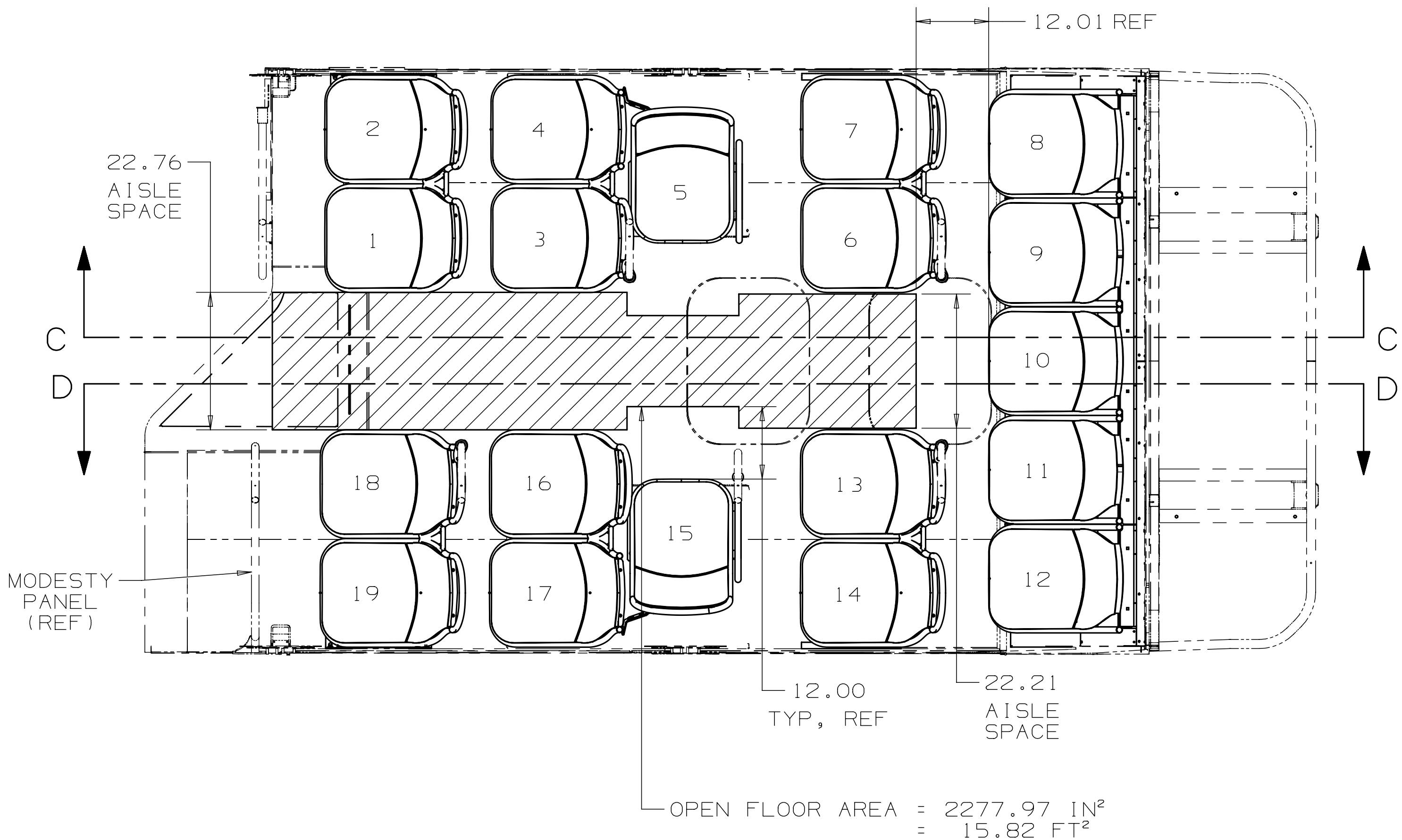
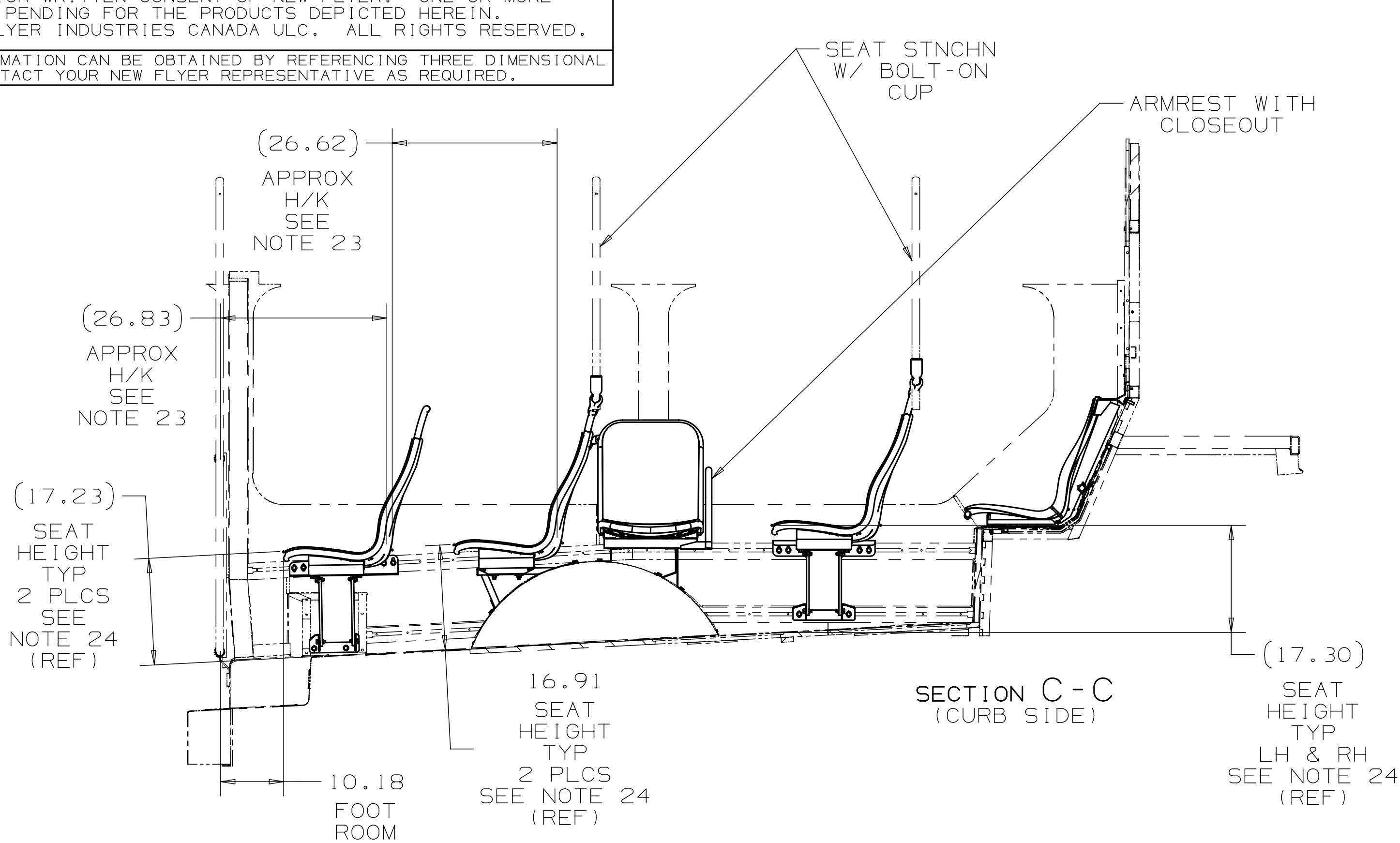
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DRAWING N°
854312



NOTES:

- 23) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE HIP TO KNEE WITH VR-50 INSERT. SUBTRACT A 1/2" FROM THE HIP TO KNEE DIMENSION FOR PADDED INSERTS (1/2" OR 1-1/4"). REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 24) DIMENSIONS IN BRACKETS REPRESENT THE APPROXIMATE SEAT HEIGHT WITH VR-50 INSERT. ADD 1/2" TO THE SEAT HEIGHT DIMENSION FOR 1/2" PADDED INSERTS AND 1-1/8" FOR 1-1/4" PADDED INSERTS RESPECTIVELY. REFER TO CUSTOMER SPEC DWG P/N 265402-XXXX, WHERE XXXX IS THE SR#, FOR THE TYPE OF SEAT INSERT THAT IS REQUIRED.
- 25) ALL H/K DIMENSIONS HAVE ±.50" TOLERANCE WHERE H/K = HIP TO KNEE

DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)		
05-JUN-20	REV	DESCRIPTION
A SEE SHEET 1		ECN-153889
		ECO

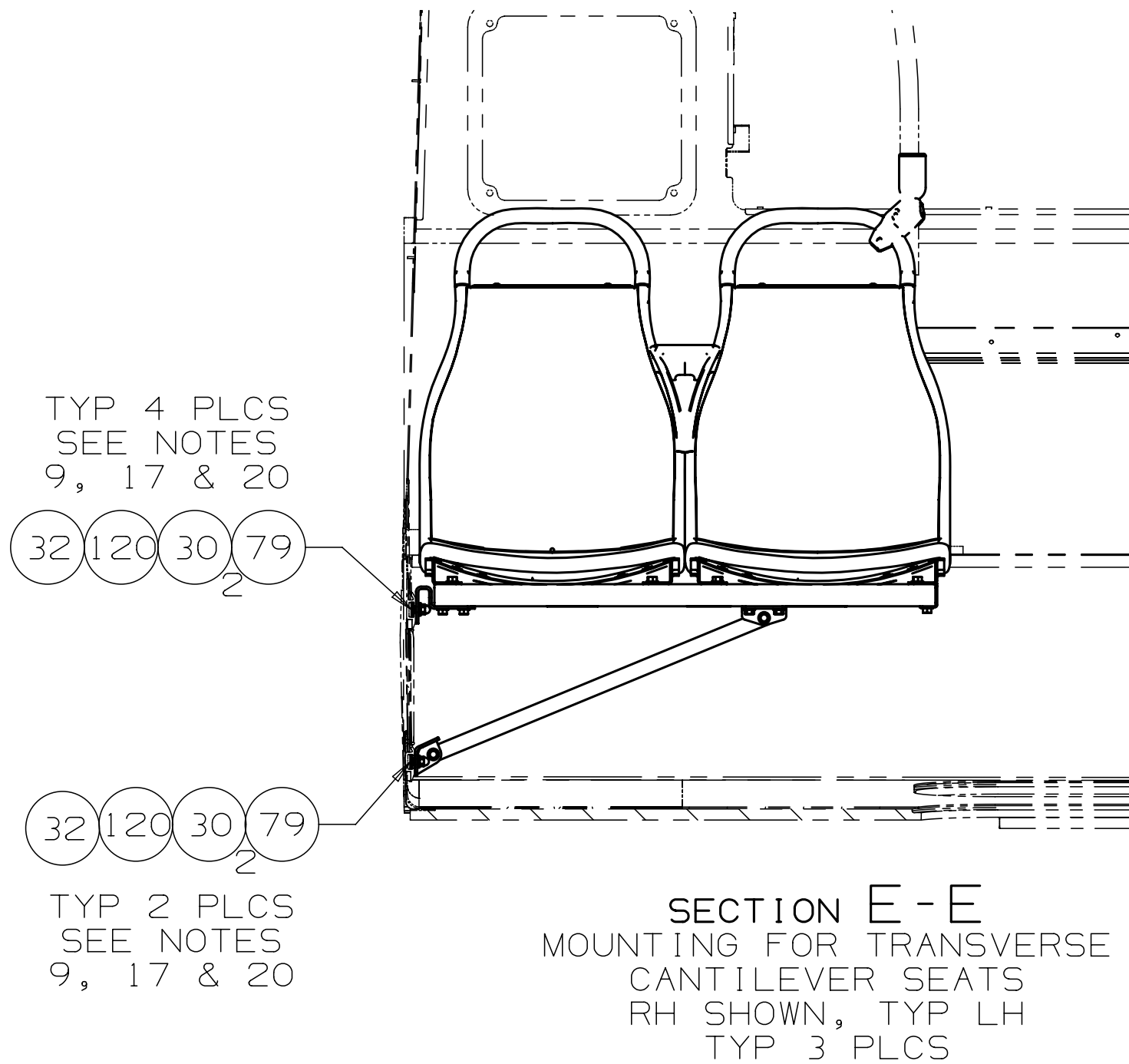
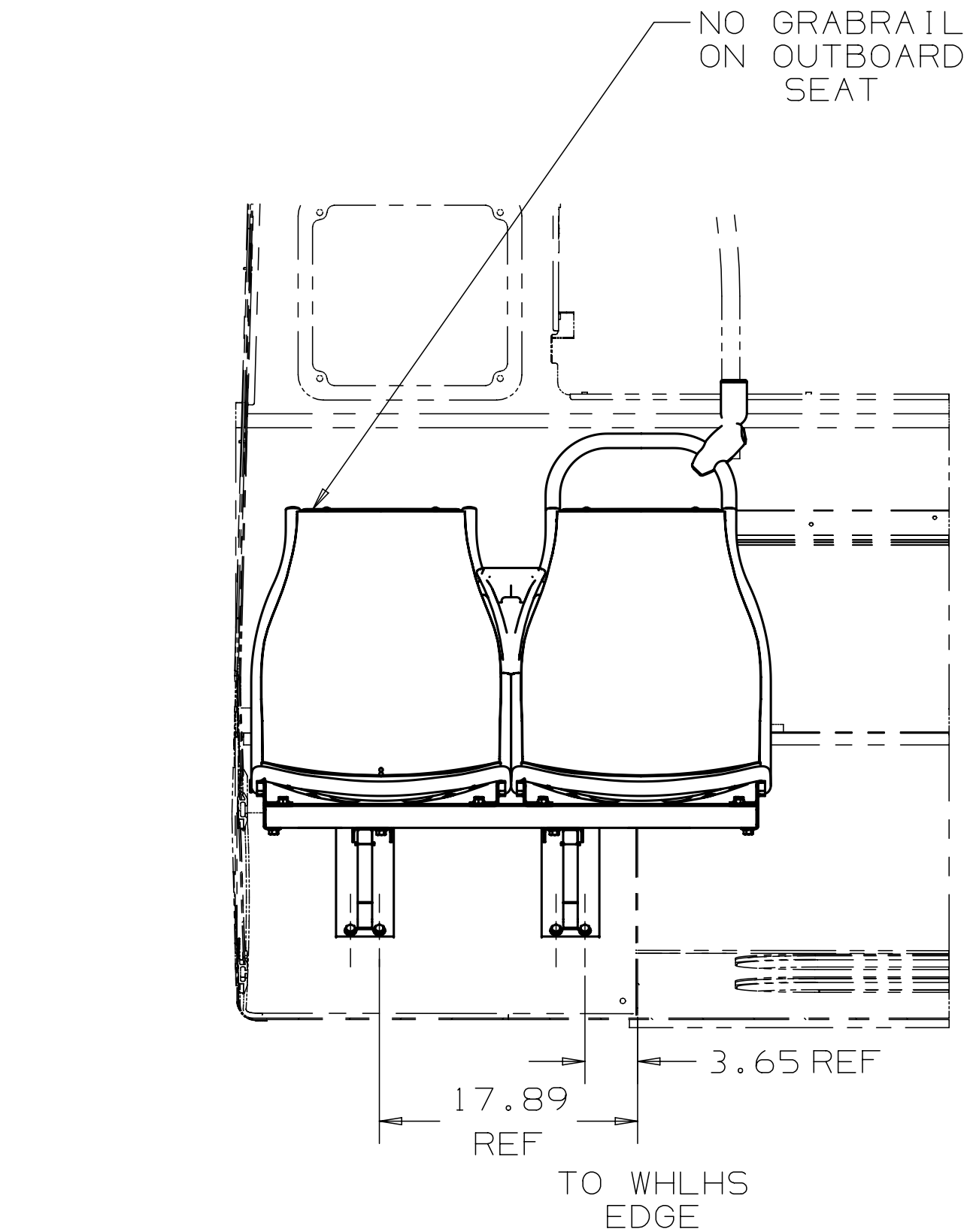
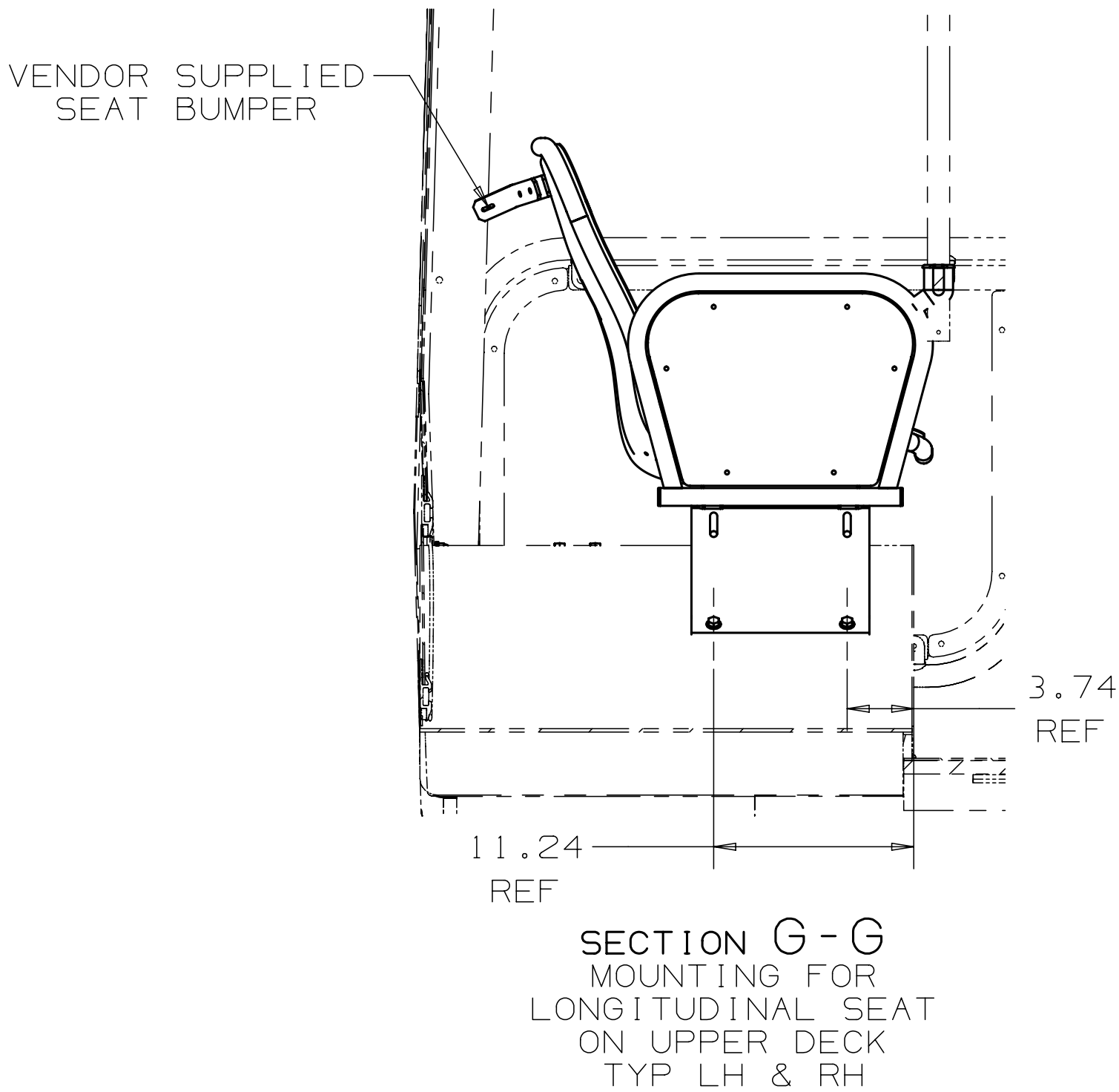
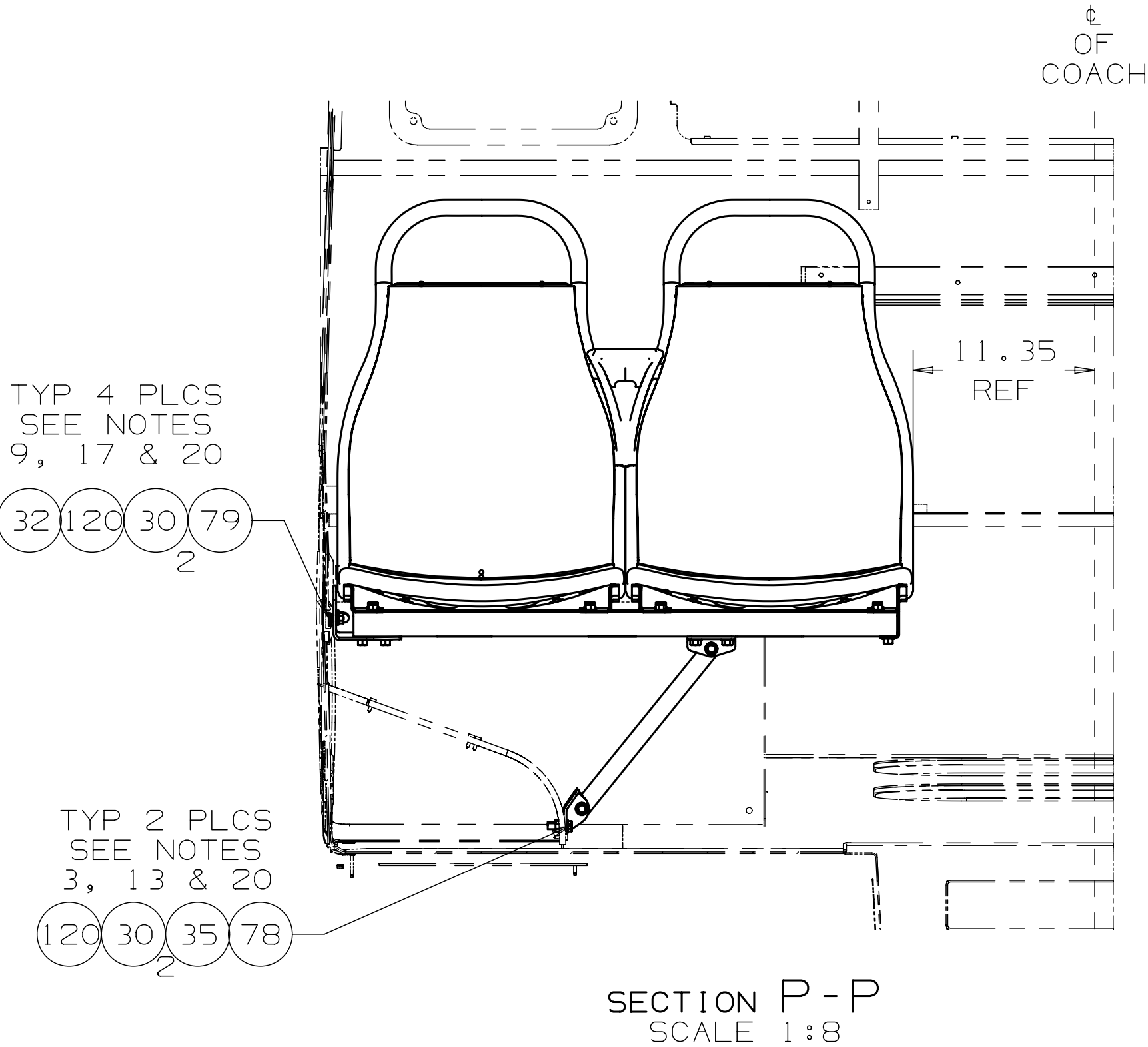
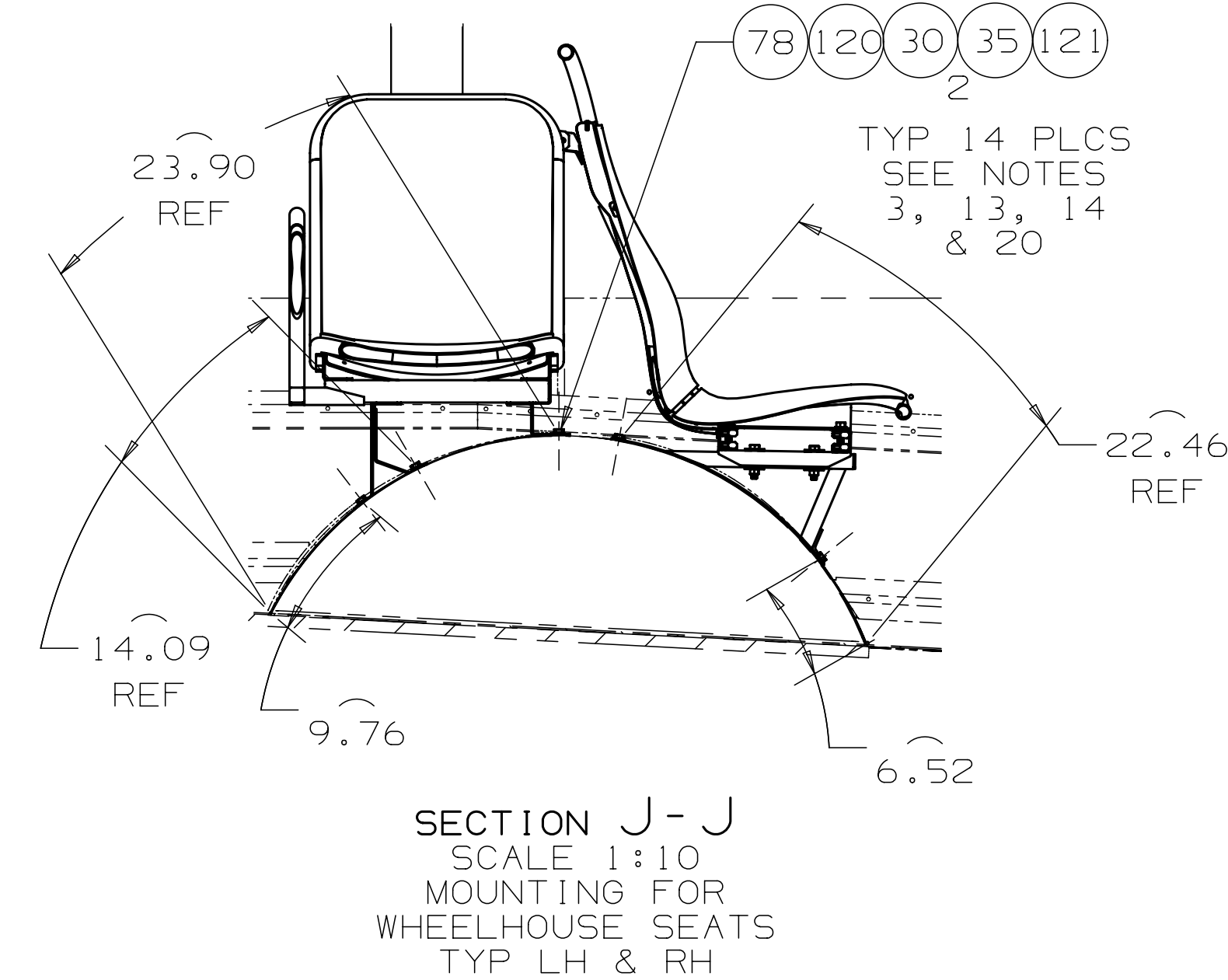
MATERIAL N/A	UNSPEC'D TOLS. .X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	DEC. IN. ±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TITLE TMPLT-SEATING U/D VISION		
WEIGHT N/A				PART N° 854312	
TREATMENT NONE	SIMILAR TO 637869		(NX)		
			SCALE 1:15	D	SHEET 2 OF 4

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DRAWING N°
854312



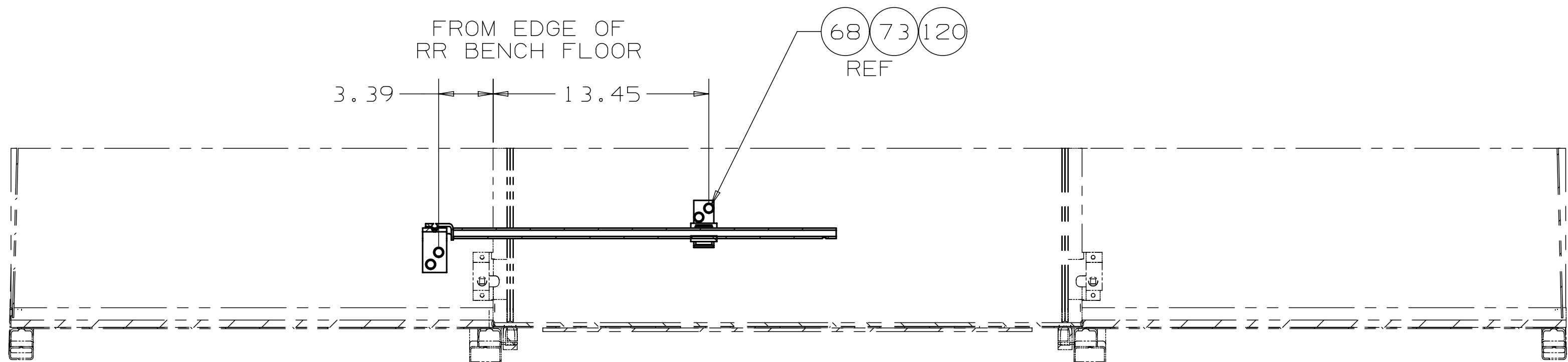
DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	A	SEE SHEET 1
05-JUN-20	REV	DESCRIPTION
		ECO

MATERIAL N/A	UNSPEC'D TOLS.	DEC. IN. ±.12 ±.06 ±.03 ±.015 ±.03 ±1°	TITLE TMPLT-SEATING U/D VISION		
	.X .XX .XXX HOLE DIA. BEND RADII ANGLE TOL.		 PART N° 854312		
WEIGHT N/A	SIMILAR TO 637869		NEW FLYER		
TREATMENT NONE			SCALE 1:10	D	SHEET 3 OF 4
(NX)					

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DRAWING N°

854312

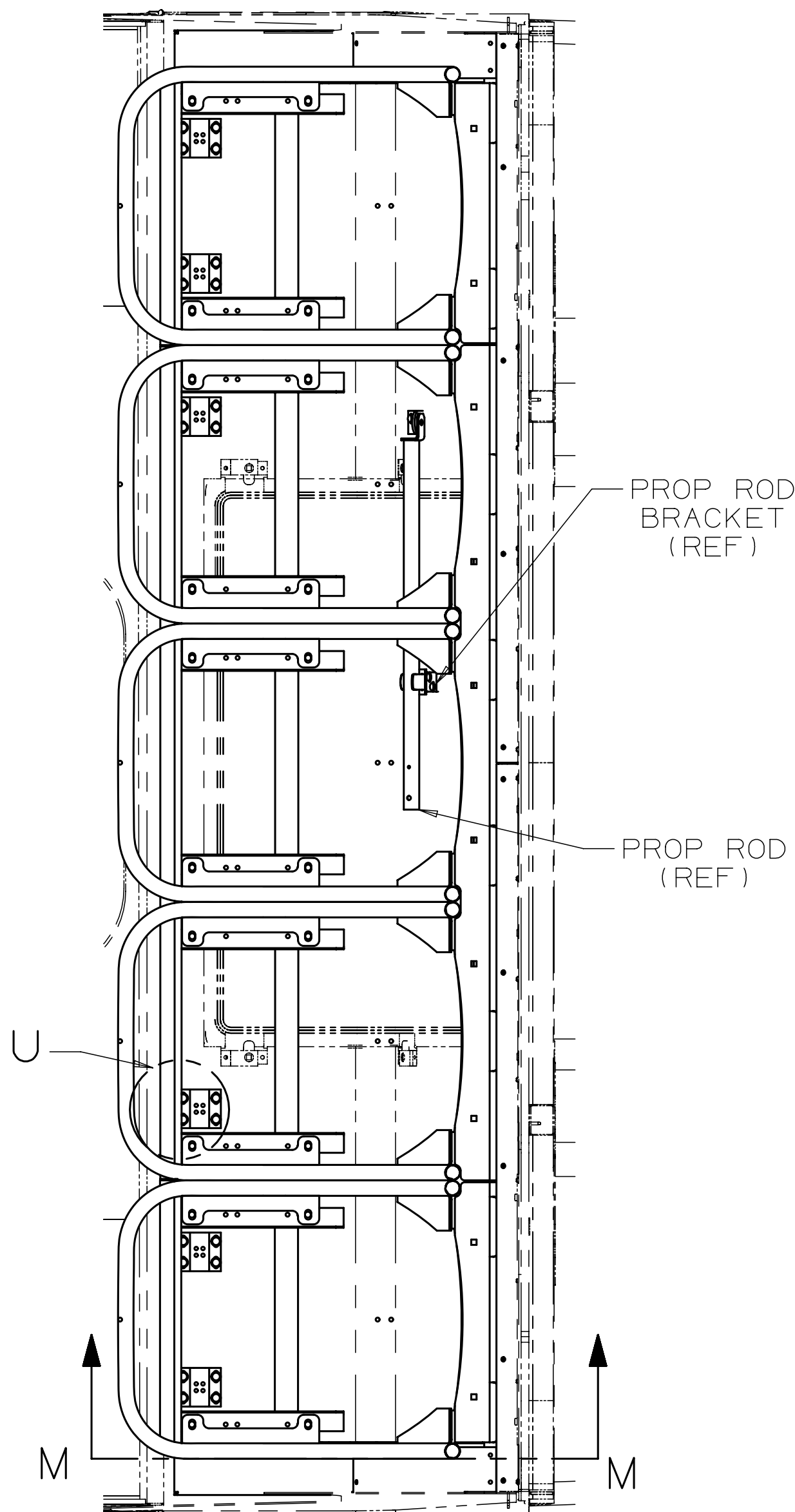


SECTION R - R
SCALE 1:6

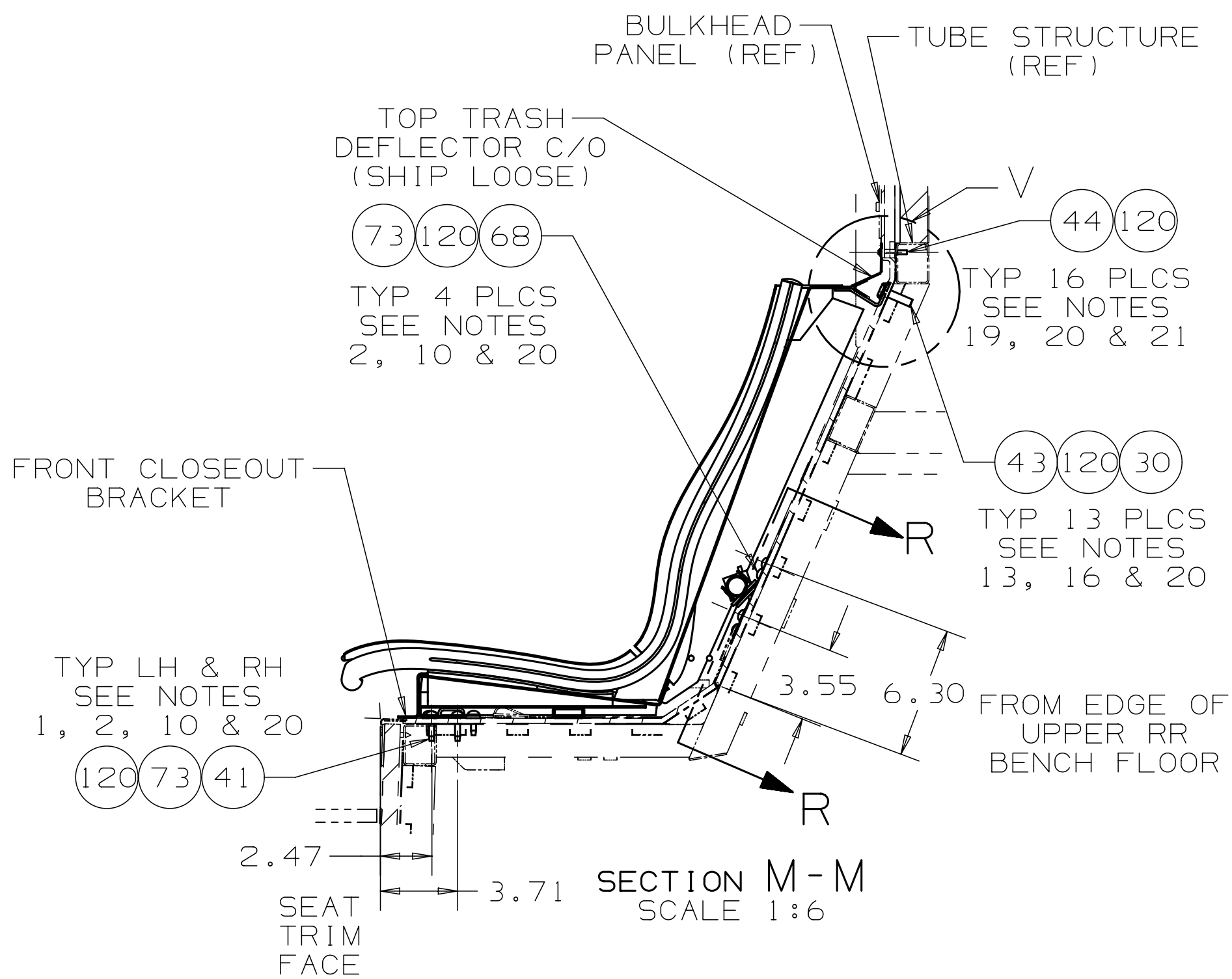
NOTES :

1. FLIP SEAT 8 AND 12 TO INSTALL SIDE CLOSEOUT
2. DRILL .228 DIA HOLE USING REAR CROSS SEAT BRACKETS AND PROP ROD BRACKET AS TEMPLATES.
3. DRILL .390 DIA HOLE THROUGH WHEEL ARCH
4. ADJUST THE ANGLE ON THE SEAT BOLT-ON STANCHION CUP SO THAT THE STANCHION IS VERTICAL. REFER TO VENDOR DRAWING FOR INSTALLATION INSTRUCTIONS FOR MOUNTING STANCHION CUP TO SEAT GRABRAIL.
5. REFER TO SEAT VENDOR DRAWINGS FOR MORE DETAILS WITH REGARDS TO INSTALLING SEATS.
6. KIT 854311 IS TEMPLATE. REFER TO ORACLE BOM FOR CORRECT SPECIFICATIONS.
7. SALES TO SEND SEAT SPECIFICATION DRAWING 265402-XXXX TO CUSTOMER, WHERE XXXX IS THE CONTRACT SR NUMBER.
8. ALL H/K DIMENSIONS HAVE $\pm .50$ TOLERANCE, WHERE H/K = HIP TO KNEE.
9. TORQUE HARDWARE TO 30-35 FT-LBS UNLESS OTHERWISE NOTED.
10. TORQUE HARDWARE TO 5-7 FT-LBS

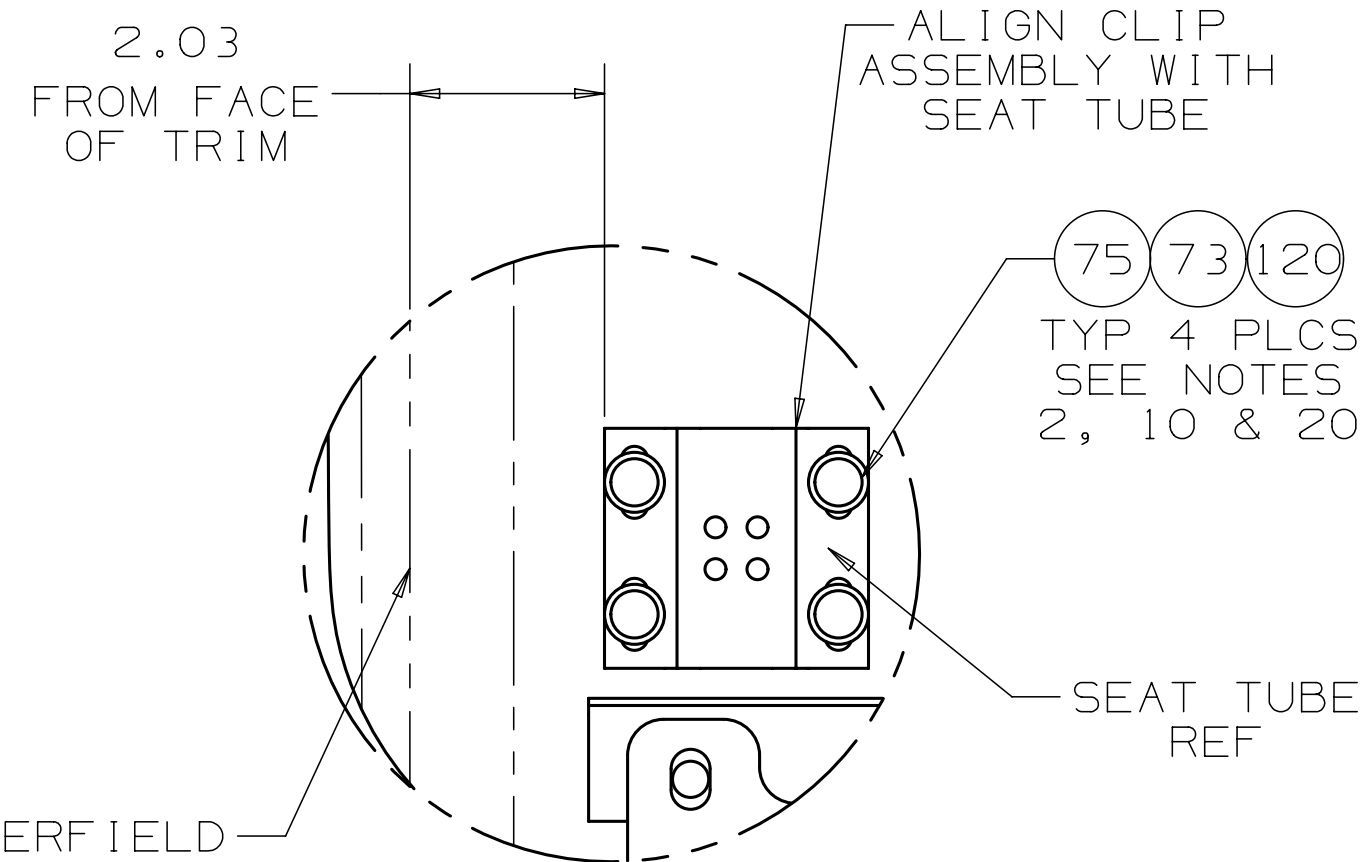
11. SPLIT BALLOONS SUCH AS (XXX) REFER TO ITEM XXX IN KIT ITEM 200. ALL SPLIT BALLOONS ARE REFERENCED ITEMS.
13. TORQUE HARDWARE TO 17 FT-LBS.
14. AFTER DRILLING HOLES THROUGH WHEEL WELLS TO SECURE SEAT, APPLY ITEM 121 AS REQUIRED BETWEEN HARDWARE AND OUTSIDE SURFACE OF WHEEL WELL TO PREVENT ANY WATER INFILTRATION. TORQUE HARDWARE TO RECOMMENDED VALUE.
15. ADD RUBBER CHANNEL (ITEM 122) TO THE OUTSIDE EDGES OF THE CHESTERFIELD SEATS AND THE SIDEWALL TO COVER SHARP EDGES AND CLOSE GAP BETWEEN THE SEAT AND SIDEWALL.
16. DRILL .312 PILOT HOLE AND TAP FOR 3/8-16 HARDWARE.
17. SLIDE ALL REQUIRED SEAT BOLT ANCHORS (ITEM 79) WITHIN THE SEAT RAIL OPENINGS ON CS AND SS PRIOR TO INSTALLING SEAT.
18. DRILL 0.531 DIA HOLE. TRIM AWAY FLOORING SO THAT INSERT CAN SIT FLUSH WITH THE STRUCTURE OF THE REAR SHELF.
19. TORQUE HARDWARE TO 2-3 FT-LBS.
20. APPLY 1 TO 2 DROPS OF LOCTITE (ITEM 120) TO THREADS OF HARDWARE. IF ANY HARDWARE IS ALREADY SUPPLIED WITH LOCTITE, NO LOCTITE WILL BE REQUIRED. IF ANY HARDWARE IS LOOSENEED FOR ADJUSTMENTS, RE-APPLY NEW LOCTITE TO THREADS.
21. USE TRASH DEFLECTOR AS TEMPLATES, DRILL .154 Ø HOLES THROUGH REAR BULKHEAD PANEL INTO STRUCTURE, INSTALL USING SCREW ITEM 44.
22. SEE STANCHION CUP DWG 395198 FOR INSTALLATION INSTRUCTIONS.



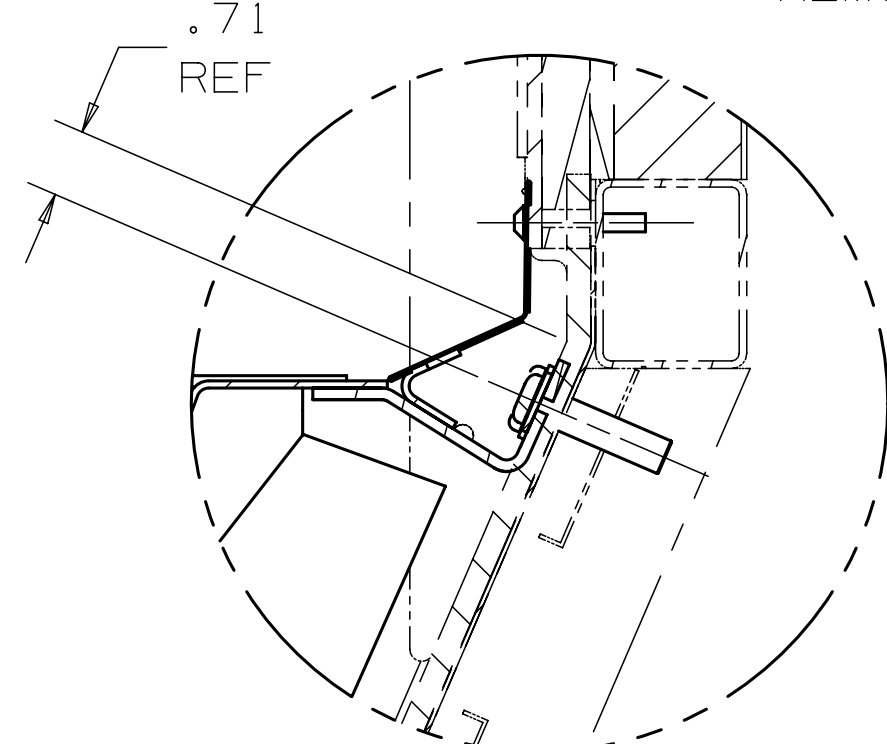
DETAIL K
SCALE 1:8
SEAT INSERTS, REAR SHELF
PANELS REMOVED FOR CLARITY



SECTION M-M
SCALE 1:6



DETAIL U
SCALE 1:2
SEAT INSERT
REMOVED FOR CLARITY
TYP 6 PLCS



DETAIL V
SCALE 1:2

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DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
STEVE ESTES		
DATE (DD-MMM-YY)	A	SEE SHEET 1
05-JUN-20	REV	DESCRIPTION
		ECO

MATERIAL N/A	UNSPEC'D TOLS. .X .XX .XXX HOLE DIA. BEND RADII. ANGLE TOL.	DEC. IN. ±.12 ±.06 ±.03 ±.015 ±.03 ±1	TITLE TMPLT-SEATING U/D VISION		
WEIGHT N/A					PART N° 854312
TREATMENT NONE	SIMILAR TO 637869				
					(NX)
			SCALE 1:10		D
			SHEET 4 OF 4		

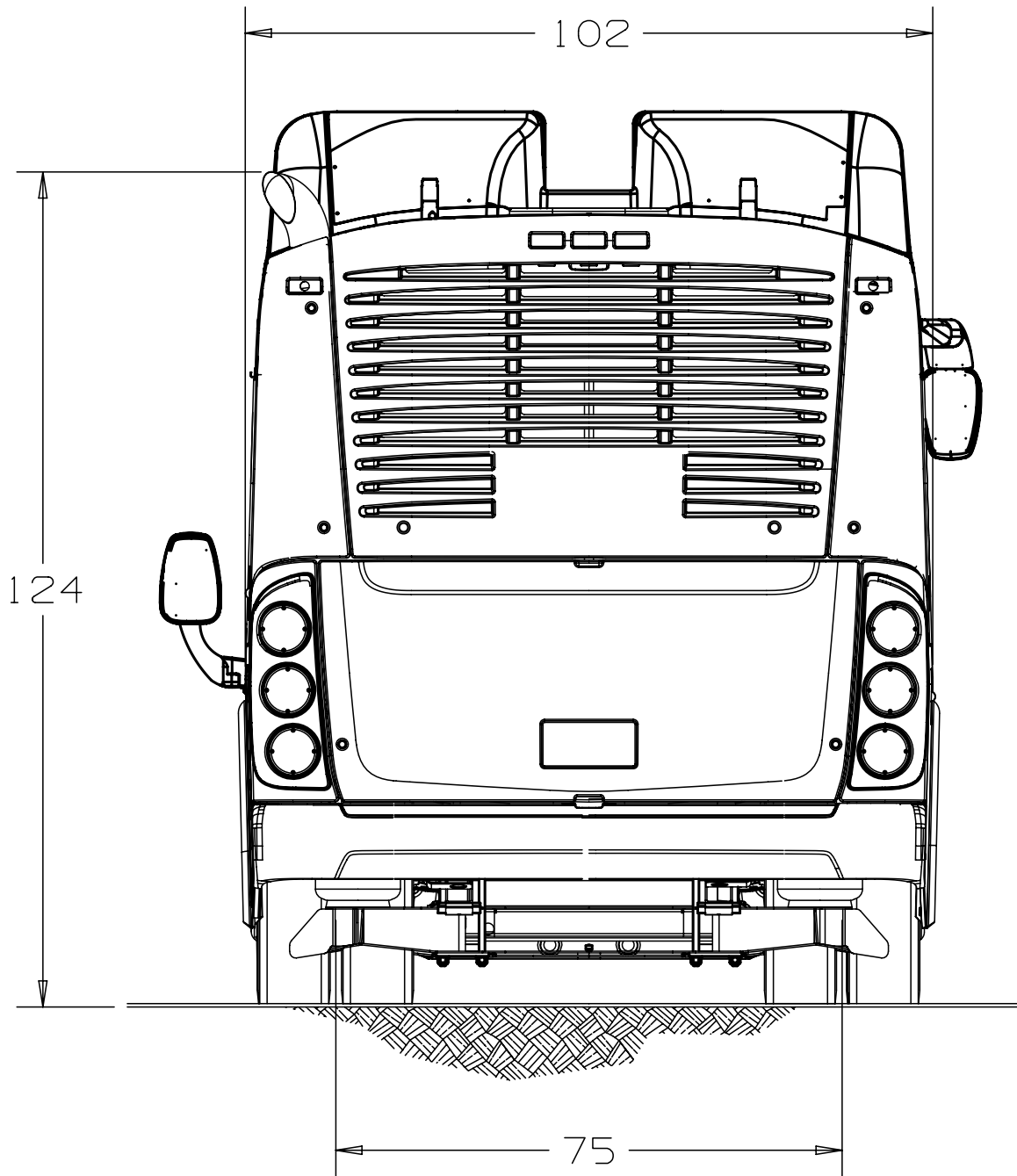
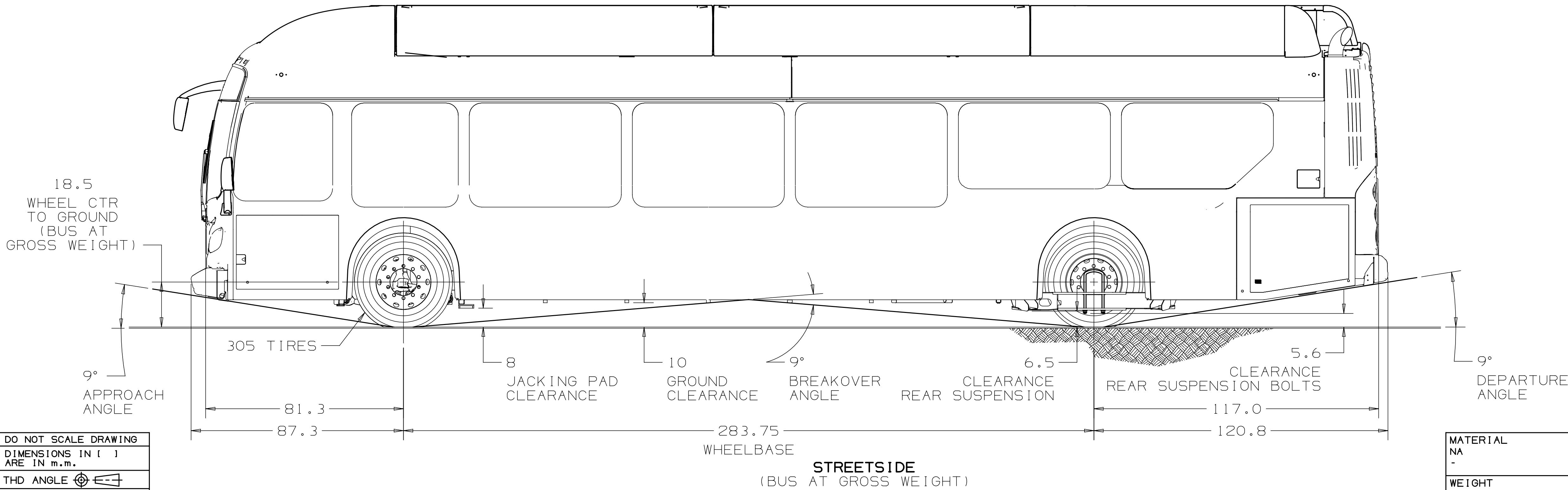
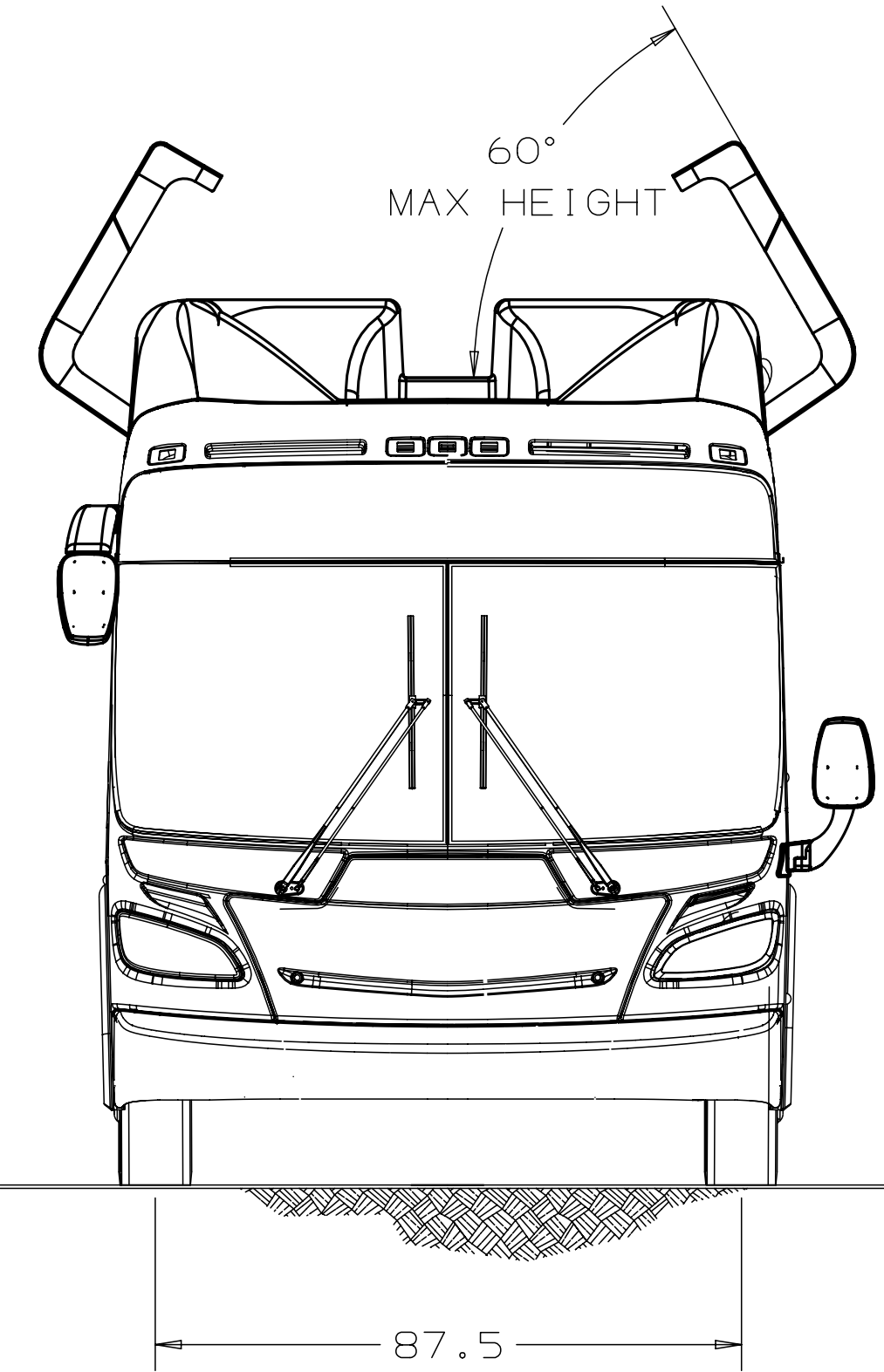
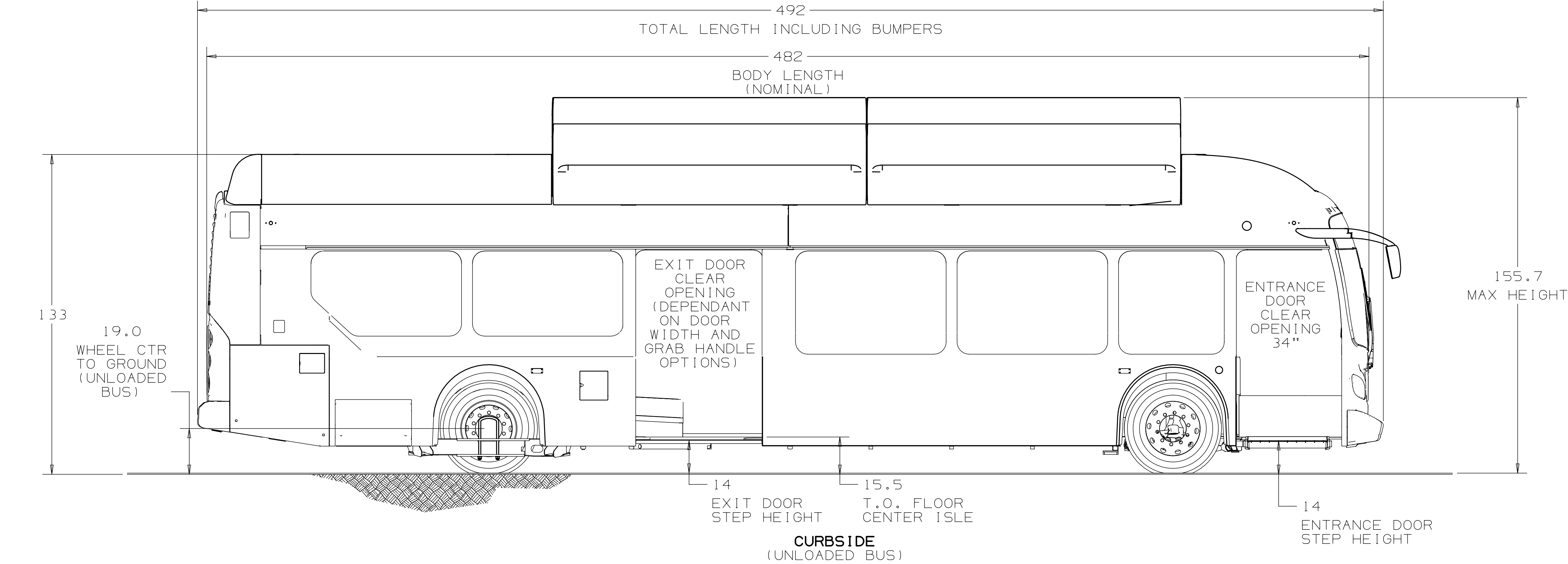
REPORT ALL ERRORS
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DRAWING N°
839550



DO NOT SCALE DRAWING		
DIMENSIONS IN [] ARE IN m.m.		
THD ANGLE 		
DRAWN BY		
MATTHEW BENTLEY		
DATE (DD-MMM-YY)		
07-APR-20		

A	RELEASED TO PRODUCTION	ECN-151644
REV	DESCRIPTION	ECO

OVERALL DIMENSIONS

MATERIAL NA	UNSPEC'D TOLS. DEC. HK. X XX XXX HOLE DIA. BEND RADII ANGLE TOL.	TITLE	
		LAYOUT-XCELSIOR 40FT CNG	
WEIGHT	SIMILAR TO 388023	 NEW FLYER	PART N° 839550
			(NX) SHEET 1 OF 1
TREATMENT NONE		SCALE NTS	D

REPORT ALL ERRORS
TO ENG. DEPT.



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: **Award three (3) Professional Service Agreements, No.'s 3988, 3989 and 3990, to (i) Ford of Montebello, (ii) Chevrolet of Montebello, and (iii) Montebello Tire Pros, to establish an as-needed vendor bench for the Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-4**

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Award three (3) Professional Services Agreements, No.'s 3988, 3989, and 3990, to (i) Ford of Montebello, Inc. (dba Ford of Montebello), (ii) Montebello Auto Group, LLC (dba Chevrolet of Montebello), and (iii) SHAK Enterprises, Inc. (dba Montebello Tire Pros), for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for an annual total not-to-exceed amount of \$100,000 with each vendor, with the City of Montebello (City) to establish an as-needed vendor bench for the Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-4 (RFP No. 22-4); and
- 2) Authorize the City Manager, and/or his designee, to take action necessary to execute and finalize each proposed agreement (No.'s 3988-3990) on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

As part of the City's proposed Fiscal Year (FY) 2022-2023 Budget, funding for Citywide Fleet Vehicle Maintenance and Repair Services are appropriated in the budgets of the following departments: Public Works, Police, Fire, Recreation and Community Services, and Transportation. The annual cost for the as-needed services is for a total not-to-exceed amount of \$300,000, distributed proportionally across the various Departments. This amount is similar to actual expenditures in prior years, and what was budgeted for FY 2021-2022. The proposed FY 2022-2023 budget includes sufficient funding based on

Award three (3) Professional Service Agreements, No.'s 3988, 3989 and 3990, to (i) Ford of Montebello, (ii) Chevrolet of Montebello, and (iii) Montebello Tire Pros, to establish an as-needed vendor bench for the Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-4

Page 2 of 3

these prior year trends for the vehicle maintenance and repair services.

BACKGROUND

On January 27, 2022, the City published RFP No. 22-4 (see Attachment “A”) to solicit proposals from highly qualified vendors to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis. Prospective vendors were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City’s advertising platform, PlanetBids.com. In addition, it was the vendors’ responsibility to review and acknowledge all publicly announced addendums and then craft a scope of service in accordance with such changes. Furthermore, vendors were asked to thoroughly review the requirements and submit a complete proposal package including a cover sheet, resume, cost proposal, and three (3) references.

Proposals were due on Thursday, April 21, 2022. The City received four (4) proposals from the following vendors: Ford of Montebello, Chevrolet of Montebello, Montebello Tire Pros, and Diego’s Auto Repair, Inc.

Staff conducted a preliminary review of the four (4) proposals and determined that the proposal submitted by Diego’s Auto Repair, Inc. (Diego’s Auto Repair), lacked the responsibility necessary to provide the requested services. The vendor did not provide any detailed description or information on the company’s workforce, and it was unclear if the vendor had a sufficient number of technicians to meet the City’s service workload while maintaining its day-to-day operation. In addition, Diego’s Auto Repair demonstrated limited experience with multi-year contracts. The remaining three (3) proposals were approved to be reviewed further by the Evaluation Committee.

ANALYSIS

On April 28, 2022, an Evaluation Committee comprised of three (3) raters (Public Works and Transportation Department) evaluated the three (3) proposals. Each rater independently reviewed and evaluated each proposal in accordance with the selection process outlined in RFP No. 22-4 (see Attachment “A”).

The proposals received from Ford of Montebello, Chevrolet of Montebello, and Montebello Tire Pros demonstrated that each vendor has the capabilities, expertise, and sufficient resources and workforce to provide the as-needed services requested in RFP No. 22-4. The manufacturing car dealerships, Chevrolet and Ford of Montebello, are well-established vehicle service providers with a network, workforce, and facility footprint that specialize in the manufacturer’s vehicle brand. Both vendors also offer service capabilities for electric vehicles. This is notable since these vehicle brands are maintained within the

Award three (3) Professional Service Agreements, No.'s 3988, 3989 and 3990, to (i) Ford of Montebello, (ii) Chevrolet of Montebello, and (iii) Montebello Tire Pros, to establish an as-needed vendor bench for the Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-4

Page 3 of 3

city-owned vehicle fleet. In addition, Montebello Tire Pros offers flat rates on routine maintenance services with committed same-day turnaround.

Lastly, these three (3) vendors provide ASE-certified automotive technicians, offer an online customer portal that provides vehicle status updates and streamlined services, and possess extensive fleet service management experience. This experience will help each vendor develop a Fleet Service Management Plan customized to the City's needs that ensures operational, reliable, and safe vehicles.

As stated in RFP No. 22-4, the City will award an agreement to the responsive and responsible vendor whose proposal conforms to the requirements of RFP No. 22-4 and is determined to be the most advantageous to the City, based on the Evaluation Criteria. Conversely, the City reserves the right to reject any or all proposals for any reason and award an agreement that suits the City's best interest. Acknowledging these facts, it is recommended that the City Council award three (3) Professional Services Agreements to (i) Ford of Montebello, (ii) Chevrolet of Montebello, and (iii) Montebello Tire Pros (see Attachments "B," "C," and "D") since each vendor offers superlative value to the City depending on the various service needs.

SUMMARY

Staff recommends that the City Council award three (3) Professional Service Agreements, Nos. 3988-3990 (attached hereto in substantial form), to (i) Ford of Montebello for \$100,000 annually; (ii) Chevrolet of Montebello for \$100,000 annually; and (iii) Montebello Tire Pros for \$100,000 annually—each for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for a total not-to-exceed amount of \$1,500,000 for the potential five-year (5-year) term with the City to establish an as-needed vendor bench for RFP No. 22-4; authorize the City Manager and/or his designee to take action necessary to execute and finalize each agreement on behalf of the City; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS:

- A. Attachment A – Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-4
- B. Attachment B – Draft Agreement No. 3988 to Ford of Montebello, Inc. dba Ford of Montebello
- C. Attachment C – Draft Agreement No. 3989 to Montebello Auto Group, LLC dba Chevrolet of Montebello
- D. Attachment D – Draft Agreement No. 3990 to SHAK Enterprises Inc. dba Montebello Tire Pros

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

January 27th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

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D 3 – Facility Inspection Report

D 4 – City-Wide Fleet Composition

Exhibit E -- Statement of DBE Participants

Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension, and Other Responsibilities 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

The City of Montebello (“City”) is soliciting proposals (“Proposals”) from highly qualified Contractors (“Contractors”) to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis. It is essential that the City properly maintain its citywide fleet to ensure reliable and efficient public services are provided to the residents of the City of Montebello and neighboring communities. The services included in Request for Proposal (“RFP”), No. 22-4 (“RFP No. 22-4”), will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

As Los Angeles County continues to recover from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to select a local vendor who possesses the relevant knowledge and experience necessary for the citywide fleet vehicle maintenance and repair services.

DATE: January 27th, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL NO. 22-4
TITLE: CITY OF MONTEBELLO

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

The City is soliciting Proposals from highly qualified Contractors to provide vehicle maintenance and repair services for all city-owned and operated vehicles. The services included in RFP No. 22-4 will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

A Pre-Proposal Meeting will be held on **Tuesday, February 15, 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 receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective Proposers and posted on the City's website. Responses to questions or comments regarding RFP No. 22-4 provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, March 24, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 22-4. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to

participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 22-4, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

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

Name: Adrianna Kendricks
 Title: Acting 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	January 27 th , 2022
Pre-Proposal Meeting	Tuesday	February 15 th , 2022
Deadline to Submit Questions	Thursday	February 24 th , 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	March 8 th , 2022
Deadline to Submit Proposals	Thursday	March 24 th , 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of April 11 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 52	
3	Licensing, Permits, Certificates, and Taxes	Page # 12	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Stand-By 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):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 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 the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-4.

All requests for exceptions or deviations as a result of RFP No. 22-4 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 22-4, (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 RFP No. 22-4, 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 documents in RFP No. 22-4. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the agreement ("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 RFP No. 22-4 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 RFP No. 22-4, the Proposer shall notify the City's Point of Contact 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 previously mentioned addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **3:00 PM, Thursday, February 24, 2022**. No questions will be answered individually by the City.

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

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

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

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

DEFINITIONS

Proposer/Vendor/Contractor	Any manufacturer, firm, company, or agency providing services, equipment, software, or supplies for this RFP.
User Department	The various City departments utilizing the services, provided under this contract from Contractor.
Customer Vehicle Coordinator	Individual(s) assigned by a City Department to be responsible for initiating, reviewing, and approving vehicle equipment repairs, disposals, specifications, and maintenance on behalf of that user department.
City	The City of Montebello, a municipal corporation.
Contract	The final, written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which will be included with the Contract Documents.
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
RFP	Request for Proposal
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services."
City Recognized Holidays	The Holiday schedule changes each year, and therefore contractor shall obtain an annual update of recognized holidays.
Downtime/Vehicle Turnaround Time Standards	Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance work.
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Proposer to generate the results specified, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
Automotive Fleet Management Information System (AFMIS)	The Independent Service Contractor (ISC) shall have a fleet management information system that shall be used to track City vehicles, assigned to this contract, and shall include the ability to track and report the following: Preventative Maintenance, Schedule Maintenance, Parts usage, by vehicle, Parts Expenditures by Vehicle, Individual Vehicle Summary Reports, to include all these items, in addition to current mileage and department vehicle is assigned to.
Assets	This term refers to vehicles, light duty trucks, heavy duty trucks and vans
Vehicle Classification	City's vehicle classification approach (used in AFMIS to classify assets) uses the Standard Vehicle and Equipment City assigned vehicle number and manufacture type, year, and fuel type.

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to RFP No. 22-4, they shall do so on a prime-sub-Contractor-basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

CONTRACTOR RESPONSIBILITIES - GENERAL

The Contractor shall furnish all supervision and labor needed to manage and maintain the fleet in a state of repair consistent with the performance standards and service specifications identified in this Statement of Work (SOW). The Contractor shall purchase, supply, and manage inventory of materials and parts pursuant to the provision of such services. The Contractor shall be responsible for providing any tools and equipment needed to provide services. The Contractor shall be responsible for managing City vehicles, in this SOW. The Contractor will be required to provide maintenance and repair services to vehicles as needed within the City.

SUPPLIES, MATERIALS, EQUIPMENT AND/OR SERVICES

It is hereby agreed that the Contractor shall provide the supplies, materials, equipment, and/or equipment in conformation with these General Specifications, any and all Special and/or Technical Specifications detailed in the Scope of Work Section contained in this proposal package.

WARRANTIES AND GUARANTEES

The Contractor will deliver to the City, along with the supplies, materials, equipment, and/or services, all supplier's and manufacturer's warranties and guarantees covering the "requirements" provided under the contract.

The Contractor shall make the following warranties concerning the "requirements":

- They shall conform to the specifications.
- They shall be of good material and workmanship and be free from defects and be functionally acceptable.
- They shall be suitable for their intended use(s).

They shall not infringe upon any United States or foreign patent. In providing them, the Contractor shall have complied with applicable Federal, State, and local laws and regulations.

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City. In addition, none of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of the City.

The Contractor, at its own expense, shall secure all permits and licenses necessary to the performance of the contract. Failure to do so constitutes grounds for termination of the contract.

The Contractor shall, at its own expense, obtain and pay premiums for any required insurance(s) for the operation of its services. Proof of insurance coverage must be made available to the City.

SERVICE AGREEMENT GUARANTEE

- Furnish services described in the solicitation and resultant agreement at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
- Enter upon the performance of services with all due diligence, and assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents.
- All services to be inspected or reviewed by a representative of the City or designated agent at any reasonable time and place selected by the City. The City will be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the agreement.
- Stipulate that the presence of a representative of the City as a Quality Assurance Inspector will not lessen the obligation of the Contractor for performance in accordance with the agreement requirements, or be deemed a defense of the part of the Contractor for infraction thereof. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the agreement documents. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material. Notification of an omission of failure will be documented by the City.

INTENT/OBJECTIVE AND GOALS

The City intends to establish cost and performance standards for fleet maintenance with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. The City has determined a fee of one hundred dollars (\$100.00) per day, per incident, will be assessed against the Contractor for each discrepancy which is not corrected within three (3) days of notification to the Contractor.

- **Vehicle and equipment reliability - <1 breakdown/25,000 miles of service**
- **Completion performance - 100% of all work orders (WO) done on schedule**
- **Unscheduled repair performance - 2% of all repairs returned for same work again**
- **Parts inventory and availability - No vehicle shall set more than 3 days because of lack of parts: written approval required**
- **Quality of workmanship - 100% of all repairs completed satisfactorily**
- **Computerized maintenance software - all information will be available on electronic medium; monthly reports due the 10th**

- a. Product and Labor Warranty - Contractor will submit all warranty claims within 30 days and credit the City.
- b. Police Patrol Units - no more than three (3) patrol units on hold at any given time; written approval required.
- c. Achieve a maintenance and repair turnaround rate of less than 24 clock-hours 80 percent of the time and a turnaround rate of less than 48 clock-hours 95 percent of the time
- d. Provide excellent overall customer service
- e. Achieve a high standard of fleet safety and reliability
- f. Create a fleet maintenance environment where the City's Independent Service Contractor (ISC) will be the fleet maintenance service provider of choice.
- g. Minimize fleet management maintenance and repair cost and therefore, overall fleet cost and costs to the City.

The City intends to conduct a two-step procurement for these fleet repair management and maintenance services. Step one (1) is evaluation of the written submittal and oral interview response to this RFP. Step two (2) is negotiation of the final agreement with the qualified Respondent whose proposal is ranked the highest.

The City expects the final agreement to be similar to and include all the work elements of the Statement of Work within this RFP. The City may elect to conduct oral presentations to clarify any uncertainties in the proposal. Oral presentations may be required by senior management of the contractor who have the ability to answer all questions regarding their proposal within **thirty (30) days** after receipt of bids.

PERFORMANCE OF WORK

These specifications intend to provide only services that meet the standard of care of similar contractors performing similar services in the same or similar locale. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not explicitly 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.

TIME AND CONSIDERATION

If the Contractor fails to make delivery of the supplies, materials, equipment and/or services within the specified time, or fails to perform any of the other provisions of this contract, the City has the right to terminate the contract for default. If in the opinion of the City, the failure to deliver results from supplier negligence to perform as specified, the liquidated damages clause, may be enforced.

All disputes that might arise under this contract and cannot be resolved between the Contractor and the City will be handled through the Purchasing Agent's Office.

If, in the opinion of the City, it is the best interest of the City to terminate the contract, for convenience, the City agrees to only pay for supplies and/or services delivered or performed by the Contractor at time the Contractor is made aware of the termination notice.

Any such termination notice shall be affected by delivery, to the Contractor, of a notice of termination specifying the extent of performance under the contract being terminated and the effective date of termination.

LIQUIDATED DAMAGES

In the event that the supplies, materials, equipment, and/or services are not delivered and/or performed by the Contractor as expected, a liquidated damage provision in the sum of the difference in cost for the City to acquire the supplies, materials, equipment, and/or services from an outside source plus administrative fees will be deducted from the next order to the winning Proposer of the original contract. However, any delay in delivery of supplies, materials, or equipment and/or services shall not initiate the liquidated damages provision of the contract if the delays are determined by the City to be beyond the control of the Contractor.

Definition of delays beyond the control of the Contractor: Delays can include, but are not limited to, disaster declaration by Acts of the Government of the United States; Government of the State of California; Government of the City of Montebello (in either its sovereign or contractual capacity): guarantee restrictions; and strikes. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If delays are caused by the default of a subcontractor(s), the assessment of damages against the Contractor shall apply.

AWARD OF CONTRACT

The Agreement 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 to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

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

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

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No Agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 7 – Form of Contract [Sample]) and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the

City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

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

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

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

EVALUATION OF PROPOSALS

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

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City 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.

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

- The Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example, a sample certificate with another agency, or a statement that the Proposer can meet the insurance requirements in the RFP should be attached to the proposal.
- The Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
TOTAL		75 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(25 points)**. All other Price Proposals will be scored as follows:

$$\text{Proposer Price Score} = \text{Best Price Proposal} \times 25 \text{ (Total Points Available for Price Evaluation).}$$

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.
- (b) Contract Termination: The City may terminate any resulting Agreement for convenience at any time by giving the Contractor written notice thereof. Upon termination, the City shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the City 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, the City 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 Agreement, and does not within ten (10) days, thereafter, cure such breach of violation, the city may immediately terminate the Agreement for default. The Contractor shall be liable for any and all costs incurred by the City as a result of such default.

BOND REQUIREMENTS

Bid Guarantee

During the proposal submission, 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 total bid price.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 10% of the Contract value is required by the City to ensure faithful performance of the Contract. 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 Contract 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 10 percent or more 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 City will only accept the Irrevocable Stand-By Letter of Credit 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 10% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

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

Payment Bonds

A Labor and Materials Payment Bond the amount of 10% of the Contract value must be furnished by the Contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

PARTS OPERATION

Procuring, Stocking, and Issuing of Parts

Parts Inventory

The Contractor shall procure, stock, and furnish all new parts, materials, supplies, and fluids required for the operation and maintenance of all City vehicles in accordance with parts management practices acceptable to the City and meeting all relevant OEM and City standards/specifications.

Parts Ownership

All parts shall remain the property of the Contractor or the Contractor's supplier until such time as they are used to repair or replace a defective part or component on a City vehicle.

Parts Management

The Contractor shall issue/charge all parts, material, and labor hours in the Contractor's AFMIS, on all repairs/work performed on City vehicles.

Cannibalization of Parts

The Contractor shall not cannibalize parts from City vehicles for use on other vehicles, without the prior written approval of the City's Project Manager (PM). Upon the City's request, the Contractor must return replaced parts to the City.

Parts Costs

At times, the City has market-favorable pricing concerning parts, tires, etc., through its procurement contracts, and/or GSA schedule pricing. The Contractor may be granted permission to purchase parts through the City's channels if the Contractor so desires. Furthermore, if conditions or pricing warrants, the Contractor shall make every effort to purchase certain parts from the City's contract or the GSA and National Joint Powers Alliance (NJPA) contract whenever a cost saving exists.

Quality of Parts to be furnished

Parts used to maintain and repair the fleet must be equivalent to or exceed the specifications of OEM. However, if the OEM has updated the quality of the parts for current production, parts supplied under this contract must be equivalent to or exceed the updated quality.

Note: The City reserves the right to exclude the use of specific part brands or specific components on City vehicles.

City vehicles under warranty and/or emergency and first responder vehicles (e.g., Police and Fire) that have failing or defective parts shall be replaced with the OEM. For instance, defective or failing parts of Ford, GM, or Dodge shall only be replaced with genuine OEM genuine Ford, GM, or Dodge parts only.

Tires

The Contractor shall ensure comprehensive tire services that include, but are not limited to, tire replacement, repair, inspecting, balancing, and field tire services. All tire replacements are to be new tires of the same size, type, load, wear, and traction ratings as provided by the OEM unless otherwise approved in writing by the City.

The Contractor shall follow all OEM tire repair guidelines for City vehicles and must have a tire repair

process in place from the OEM of the tires. All emergency vehicles do not qualify for any tire repair and must be replaced with a new tire. The Contractor shall be responsible for all tire repairs that cause damage to a vehicle.

The Contractor shall obtain three quotes for all tires used on City Vehicles and retain on file for each vehicle affected, or use City contracts. There shall be instances that the Contractor may only purchase tires from a specific OEM, for example, Police Cruisers, and therefore must document this practice and discuss it with the PM.

Note: Tires on all emergency and first responder vehicles which are discovered to have met the useful life and/or damaged in the day-to-day operation (e.g., Nail, collision, alignment issues, etc.,) shall be replaced with new tires that are designed for emergency and first responder vehicles to meet the particular vehicle application and size designated by the vehicle OEM. Any new tires replaced on any one axle requires the replacement of both tires on that specific axle. The tires that have been removed from the emergency and first responder vehicles must be inspected for reuse on applicable City vehicles with the same tire requirements based on vehicle OEM specifications. The Contractor must be confident and perform a safety inspection to ensure the reuse of the emergency and first responder vehicles' tires are safe to operate on City vehicles.

Rebuilt/Remanufactured Parts

Rebuilt/remanufactured parts must conform to the OEM's reconditioning tolerances and the warranty shall be tracked and monitored to ensure that the City is not charged for any warranty part which was found to meet the warranty guidelines of the specific part/component that failed during the warranty period.

FACILITIES AND EQUIPMENT

City Facilities

The City has multiple departments that retain City vehicles; the Contractor shall ensure that the vehicles are free of leaks (oil, coolant) that may impact the environment and storm drains.

Potential Safety or Environmental Hazards

The City does not warrant or guarantee against the possibility that safety or environmental hazards, or potential hazards may exist at the facilities. The Contractor will be responsible for identifying any potentially hazardous conditions caused by a City vehicle for which the contractor is responsible for, and notifying the City of these conditions as soon as possible.

Days and Hours of Operation

Contractor shall provide all services as set forth in this Contract Monday through Friday during Contractor's normal business hours. The City will be open from **7:30 a.m. to 5:30 p.m.** unless otherwise notified by the PM in writing. The Contractor is not required to perform services on City recognized holidays unless an emergency condition has been declared.

Hours for individual facilities are subject to change according to customer requirements. Any changes in facility hours will be mutually agreed upon and placed in writing by the Contractor and the PM.

Regulatory Permits/Certifications

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications necessary to provide Services pursuant to this Contract.

Supplies/Tools/Portable Equipment

Contractor shall provide, at their sole expense, all shop supplies, tools, and portable equipment necessary to perform all services set forth in this Contract.

Security & Safety

The Contractor is responsible to ensure the safe keeping of all City vehicles at facilities. Any vandalism, theft or damage to vehicles determined to be the responsibility of Contractor, by failure of safekeeping, shall be repaired at the expense of the Contractor. The Contractor's Project Manager or designated representative will provide an immediate oral report followed by a written report of any incident/accidents that occur on City property. The written report is due within twenty-(24) hours of occurrence or discovery of occurrence to the PM. The Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits, eye wash and flashlights at its facilities. The Contractor will use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

Facility Maintenance Tasks

The work performed at the Contractor(s) facilities is a reflection of the City and therefore shall maintain a positive image within the community and on behalf of the City. The Contractor shall ensure its facilities are maintained and will be responsible for housekeeping and supplies, which includes janitorial service. Maintenance services of contractor's facilities will be cared for by the Contractor as follows:

Facility Inspection

The City reserves the right to inspect all facilities operated by the Contractor in the performance of this Agreement and note any deficiencies on Exhibit D3, Facility Inspection Report. The Contractor will be provided a copy of the facility inspection report on the day of inspection and shall be responsible to rectify any deficiencies within the period specified on the report. The City will inspect the facility prior to award and yearly thereafter or sooner if Contractor is reported to be in violation of any City, County, or other governing agency as part of doing business in the State of California.

ESTIMATES**Requirement**

The Contractor will provide estimates, where appropriate, before major work is done; for example: Transmission, Engine, Differential, or other major part or component repair beyond normal preventative maintenance, and use Motor labor Time Guide or Equivalent to establish reasonable time standards.

Repairs estimates must be analyzed by the City to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the City. The City will make the final determination on replacement.

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair estimates for insurance claims, transportation of vehicle to/from repair site (when possible), repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. Contractor must document three (3) competitive estimates, if unable to get at least three (3) or more, contractor shall document the contractors it contacted for the estimates for all accident repairs. **Note:** Accident repairs shall not be included in the target cost.

Labor Times

The Contractor will utilize mechanical labor times as published by the Motor's Labor Time Guide or equivalent, with City written approval, including proper allowances for combination operations (overlaps). The Contractor will obtain City written approval prior to using labor time not published in the Time Guide. All time estimates will be entered into the Automotive Fleet Management Information System (AFMIS).

Approval

The Contractor must obtain written approval (facsimile, electronic mail or electronic signatures are acceptable) by City Vehicle Coordinator or designee on all estimates prior to performing any work outside the normal preventative maintenance, unless prior written approval is already on file. If work is performed without prior written approval such work shall be at the cost of Contractor.

Excessive or Inappropriate Estimates

In those instances, wherein the PM determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet reasonable standards, the City may seek review or negotiate with Contractor for revisions in repair costs. The City may also, at its sole discretion, send the vehicle to a neutral party that performs the same type of work that may be in question, for estimates and/or repairs. If it is discovered that Contractor is considerably escalating cost and consistently beyond independent cost analysis, which will be available for contractor review, the City reserves the right to use other sources to perform the work, and to cancel the contract for frequent excessive cost estimates.

AUTOMOTIVE FLEET MANAGEMENT INFORMATION SYSTEM (AFMIS)

- The Contractor shall have an Automotive Fleet Management Information System (AFMIS) with enough functionality to track and perform all aspects of this SOW.
- Contractor shall demonstrate and provide print outs of the features and functionality that their AFMIS can perform.
- The Contractor will open all WO in AFMIS at the time vehicles are presented for service. WO status will be updated real-time. All parts and sublet transactions will be promptly recorded in AFMIS. The WO reviewing and scheduling capabilities of AFMIS will be used to their fullest possible extent to foster timely automated notification of repair schedules to affected city departments. AFMIS will be used to notify effected city department when vehicle services have been completed and vehicles are ready to be picked up. The City will be given limited access to AFMIS, as it relates to the vehicle contract. This will allow AFMIS to deliver notifications of work-order and service completions to the person most directly involved with the daily utilization of the vehicles. Further, it will allow the effected City department to view the status of any vehicle that is in the contractor's facility for service and repair.

Safe Computer Practices

Contractor shall maintain safe computer system practices and ensure that City data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee and the Contractor will ensure that employees with passwords properly protect their usage.

Data Integrity

The Contractor will not allow any users access to programs that change or delete data without the written permission of the City. The Contractor shall follow applicable policies for adding or modifying any information relating to City vehicles in their AFMIS.

Report Provisioning

The Contractor will have ability to run reports for PM in relation to the City vehicles that shall include per-vehicle expenses, department assigned vehicle expense, total current expenses and mileage, and labor costs to include most common part/component failure of City specific vehicle or vehicles.

Monthly Report: The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not be limited to:

- Maintenance and Repair costs for the month by City Department.
- Performance reviews in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Costs for accidents and other items not included in original proposed costs.
- Number of shop orders and quick fixes.
- Number of service calls.
- Number of vehicle work-orders scheduled/completed on time.
- Downtime by category and in total.
- Cumulative records of sub-contracted work.
- Total labor hours expended.
- Total parts cost.
- Problem/accident summary.
- Goals achieved and goals for the next month

Annual Summary Report: The Contractor shall provide the City with a written annual report. The annual report shall contain a summary of the year's activities, performance standards met and unmet and other relevant information, by January 30th.

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the body of the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the body of the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the body of the SOW, PRS, the meaning apparent in the Contract and the body of the SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the body of the SOW, that apparent service will be null and void and place no requirement on Contractor.

The City shall monitor Contractor's performance under the Contract in accordance with the PRS. When the Contractor's performance does not conform to the requirements of this Contract, the City shall have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the City. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the City to

have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the City, shall be credited to the City on the Contractor's future invoice. This section does not preclude the City's right to terminate the Contract, as provided for in the Contract.

QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of defined fleet and for the upkeep of the contractor's facility(s). The program shall include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor shall provide a detailed Quality Assurance Program within thirty (30) days of approval of contract. The plan is subject to approval by the City and shall address, at a minimum, the following items before notice to proceed is issued:

- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives
- Quality Control Processes

RECORD KEEPING AND REPORTING

Contractor Records

Upon prior notice by the City, the Contractor shall provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and shall provide to the City cost verification for work.

Reference Files and Procedures

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all WO, inspection records, and supporting documentation such as towing receipts, sublet receipts and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number (VIN if appropriate), warranty information, most recent mileage, and invoice information.

AFMIS Requirements

The Contractor will utilize its own approved AFMIS to maintain an electronic record keeping and reporting system for all services performed on the City's fleet.

Ownership of Records

All reference files and procedures and all electronic data is the property of the City upon completion or termination of the contract.

CONTRACTOR PERSONNEL

The Contractor will staff facilities in such a manner as to permit it to achieve the performance standards and meet all of the other requirements of this SOW.

Selection of Personnel

Contractor's staffing plan must include all performing work referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification.

The Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Statement of Work and for determining and providing wages, salaries, and benefits for its employees. The Contractor's Project Manager and Operations Manager shall have proven technical and managerial experience in the field of fleet management, maintenance, and repair.

Changes in Personnel

The Contractor shall notify the City of changes in personnel (Project Manager and/or Operations Manager). The Contractor's proposal to change its Project Manager and/or Operations Manager must include a transition plan.

Uniforms

All employees, including porter, shall wear uniforms which shall include the Contractor's and employee's name in a visible location and a legible color and style. Uniforms are to be kept clean and in good repair. All uniforms will be provided by, and at the Contractor's expense.

TOTAL CONTRACT COST**Pricing Schedule**

Contractor pricing is set forth in Pricing Schedule, Exhibit D1. The Contractor will not invoice, and the City will not pay for any services not set forth in the Pricing Schedule, Exhibit D1, unless agreed upon by the City's designated approval authority.

Note: Contractor shall pass onto the City all promotional specials, and or discounts offered to the general public, to any and all City vehicles that are in for repair during the promotional dates/offer, for example: City vehicle in for oil change shall receive the promotional offer and include all aspects of the promotion.

Target Cost (Estimated Annual, Smog, Car Wash, Tune up)

Target Cost: The cost proposal which is the Contractor's operating budget for each year of this contract is the target cost for the initial year and shall be determined from the proposal submission. Contractor's fee for services will be based on a fully burdened labor rate and parts costs.

General Conditions of Proposal

The General Conditions of Agreement between the City and Contractor are included in this SOW.

Contractors Relationship to the City of Montebello

Contractor as an Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant, or employee of the City. The agreement will specify the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of,

or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; and despite such subcontracting the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor and will be held to the same insurance coverage etc.

Costing Methodology

Cost Proposal

The cost proposal, which shall be the Contractor's operating budget for each year of the Contract, shall include the following cost items:

- a. Hourly Rate, fully burdened
- b. Parts/supplies/outside services used to perform WO/Safety inspections.
- c. All items identified in Exhibit D1.

Mechanical Labor Hourly Rates

Contractor hourly rates shall not exceed the hourly rates stated in the Pricing Schedule. All related administrative costs shall be 100% burdened in Contractor's mechanical shop hourly rates. Contractor may subcontract at rates equal to or lesser than the Contractor hourly rates set forth in the Pricing Schedule.

Cost Savings initiatives

In addition to the Contractor's cost and fee, the Contractor shall look for and propose cost saving initiatives to the City to mitigate or offset any foreseen issues from a particular type of vehicle that the City owns or provide input on the type of vehicle that the City should consider, based on fleet use and experience with fleet and or knowledge of new technology that is new to the market.

Adjustments in the Approved Budget Changes in the Size or Mix of the Fleet

The maintenance and repair service cost may be adjusted, by mutual consent, to correspond to increases or decreases in the fleet size, or adding new vehicles in each class. These adjustments shall be as fleet composition changes, and or reviewed quarterly.

Unusual Cost

The Contractor may petition the City for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this Contract, which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

Annual Adjustments

Should the City choose to exercise future year options, the cost target, approved budget, including the Contractor's fee shall be negotiated for the second and subsequent years of the Contract.

Subcontracted Services

The Contractor will indicate on Exhibit D1, Pricing Schedule, and or supply City with actual cost of subcontracted services and identify services.

The Contractor shall be responsible for arranging, scheduling, and managing the performance of subcontracted services which cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing repairs. These outside

repairs may include transmission, engine and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall list the name and address of proposed subcontractors.

The Contractor shall use the City's current vehicle body repair and painting services contractor, which provides body work, painting, and glass replacement services. The City encourages the Contractor to utilize subcontractor located Montebello where practical and economically feasible. The City and the Contractor shall periodically and informally review the plan to ensure that the outside repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Note: The Contractor will solely accept subcontractor invoices.

Parts

The Contractor's parts pricing shall be the Contractor's actual net part cost, as described in paragraph plus Contractor's markup percentage as set forth in Exhibit D1.

Hazardous Waste Disposal Charges

Hazardous waste disposal charges are the responsibility of the contractor and shall be included in the WO/Safety Inspection charges that contractor would normally charge to all customers and or include in promotional services that contractor will pass onto the City if the vehicle is in for service during the contractor's promotion.

City's Right to Review Billing Documentation

The City reserves the right to review additional documentation to be provided upon the City's request to the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers.

CONTRACTOR'S WARRANTY

Contractor's and Subcontractor's Work Warranty

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of the City fleet to include taking the vehicle to the dealership that represents and or is authorized to perform warranty work on all equipment/vehicles under warranty, for example if it is a Ford vehicle or Chevrolet vehicle under warranty and on Ford or GM is authorized to perform repairs the contractor shall deliver the vehicle to the appropriate authorized dealer. The Contractor will seek authorization from various vehicle and equipment manufacturers to perform warranty work on city-owned equipment. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will be held harmless from payment for such work.

Contractor and all Subcontractor furnished materials, parts, and workmanship shall be free from defects for a minimum period of 12 months or 12,000 miles, whichever occurs first; except as noted below or per the original equipment manufacturer's warranty specification, whichever is greater. Any part warranties provided by the manufacturer that exceed the minimum requirements listed below shall be passed through to the City with written notification of such extended warranty made by the Contractor to PM at time of part installation.

All replacement parts purchased and installed on the City's vehicles shall receive the new warranty that is given by the parts supplier or manufacture for that particular item, for example: Installing/purchasing a

new starter may have a 3-year or lifetime warranty, and therefore it would be applied to the City vehicle it was installed on, and the contractor is expected to track all warranty.

CONTRACTOR'S CONTINGENCY PLAN

Contractor shall have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required Services by whatever means available and shall incur all related costs necessary to provide repair and maintenance services as specified in the Contract. Should Contractor fail to supply an alternate service, City shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

TRANSITION PLAN

Contractor shall provide a transition plan within fifteen (15) days of Contract execution and shall include Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary to provide the requirements specified in this SOW.

CONTINUITY OF SERVICE

Phase In - Phase Out

If upon expiration or termination of the Contract, the Contractor is not chosen to continue in its role, the Contractor shall, upon written notification from the City, provide phase-in/phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor shall be reimbursed for all reasonable transition costs, which accrue within the agreed period after contract expiration or termination. The Contractor shall cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services called for by the contract. Toward this end, the Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

SECTION 5 – QUALIFICATIONS

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

- A. List and describe a minimum of three (3) projects or experiences, similar to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Contractor shall ensure

Contractor personnel report to assigned workstations on time and that contractor facilities are staffed during established facility operating days and hours.

- C. Contractor personnel shall be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon City request.
- D. Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving.
- E. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- F. The Proposer's firm or company has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- G. The Proposer's firm or company is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws, and apprenticeship laws.
- H. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 - SCOPE OF WORK

TIME & MATERIAL SERVICES

The Contractor shall perform the following services and other related services as may be required to ensure the continuity of effective and economical operation of the City's fleet on an as-needed basis. The Contractor shall furnish all necessary supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and services in accordance with fleet management best practices and performance standards specified in this SOW. Additional repairs and services may be specially requested under an as-needed basis upon the approval of the PM. The Contractor shall be expected to provide maintenance and repair services in such a manner as to minimize disruption to the City's daily vehicular operations.

The Contractor shall use the Forecaster and Scheduler modules in the Contractor's AFMIS to schedule the corresponding services with the Manager or their designee. The Contractor shall be responsible for vehicle pick-up and delivery in accordance with the scheduled services established. The Contractor shall notify the PM or their designee prior to pick-up or delivery. Concerns related to lack of notification or constantly unavailable vehicles shall be addressed immediately to the PM to minimize further schedule interruptions.

Note: The Contractor's representative must be insured and possess a valid Class C driver's license to operate any City vehicles; a valid Class B driver's license is required to operate any heavy-duty City vehicles. In addition, the Contractor's representative must have a good driving record and meet the following criteria:

- A. Have a minimum of two years of Class C or B experience.
- B. No DMV points within the last twelve (12) months.
- C. No more than one (1) point within the last twenty-four (24) months.
- D. No failure to appear.
- E. No suspended license within the last twenty-four (24) months.

- F. No more than one (1) accident within the last twenty-four (24) months; and
- G. To provide a DMV K4 Driver's Record (K4) upon the award of contract and as requested. K4 must be recorded on file and updated bi-annually.

Downtime/Vehicle Turnaround Time Standards

The Contractor must meet and adhere to the turnaround times outlined in this SOW as required under the Turnaround Time Schedule (Exhibit D2). All maintenance and repair services must be completed within twenty-four (24) hours of the vehicle's delivery to the Contractor's maintenance facility.

No more than five percent (5%) of all vehicles shall be out of service for maintenance and/or repair services for more than forty-eight (48) hours of the vehicle's delivery to the Contractor's maintenance facility, except the following:

- **Accident, Misuse, Abuse, or Vandalism Repairs.**
Repairs cost less than \$2,000 must be completed within five (5) calendar days of estimate approval or released from the "held for investigation" classification. Repair costs \$2,000 or greater must be completed within ten (10) calendar days of estimate approval or released from the "held for investigation". The Contractor must report the noted damages of the vehicle delivered for repairs to the PM or their designee in writing by the close of the next business day.
- **Vehicles Awaiting Repair Authorization from City.**
In the event the Contractor is awaiting authorization from the City to proceed with a given repair, the calculated turnaround time accounts for the duration from the start to the completion time of the WO minus the notice to proceed period wait time. Notation of the City's authorization approval shall be recorded in the WO notes section in addition to the appropriated status codes to start and stop the clock within the AFMIS. These notes should detail the notification's date, time, name of the City's designee, proposed repair description, and estimated costs that require the authorization.
- **Major Component Failure.**
The City shall decide the total amount of time allowed for major component failure repairs. Major components include but are not limited to:
 - a. **Engines:** Engine failure due to worn rings, blown head gasket, and/or any major engine rebuilt work must meet with the following specifications:
 - Engine rebuilt must be equivalent to or exceed OEM specifications, including all OEM and common failures/concerns updates.
 - Pistons and bearings shall be replaced with new parts only.
 - Black honing shall be torque plate honed.
 - The engine shall be live run tested for reliability.
 - All rebuilt engines shall have a 3 year/100K mile warranty.
 - All Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.
 - b. **Transmissions:** Transmissions rebuilt must be equivalent to or exceed OEM specifications, including all updates to the OEM and common failures/concerns. Police Pursuit vehicles require all the latest updates and models to ensure reliability due to the purpose of service vehicles. All transmissions shall have a 3 year/100K mile warranty. In addition, all Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.

The Contractor must notify the PM or their designee in writing when a vehicle is in the Contractor's facility for more than 24 hours. The Contractor must advise the PM or their designee of the delayed reasons and the estimated time of arrival (ETA). Notation of such notification shall be recorded in the WO notes section of the AFMIS. These notes should detail the notification's date, time, name of the City's designee, delay reasons, and delivery ETA.

Comebacks, Reworks, and Rechecks

The Contractor shall perform comebacks, reworks, and rechecks, when a failure or symptom of failure relates to previous repairs and/or services performed on a vehicle by the Contractor or component thereof occurring with the warranty period.

General Vehicle Repairs

The Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible, and the quality of workmanship must be equivalent to or exceed OEM standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs. The Contractor is expected to perform all general vehicle repairs with a high level of quality, as described above. However, certain maintenance and repair services require additional attention, as described below.

Vehicle Safety and Environmental Inspections

All BIT, clean natural gas (CNG) tank, Smog, Opacity, Type 08, and any other federal, state, or local required inspections must be properly performed and documented by a suitably trained and certified inspector in accordance with the inspection and legal requirements. The Contractor shall be responsible for coordinating all inspections, maintenance, and repair services to minimize vehicle downtime and provide maximum convenience for the City.

Smog Inspections: The Contractor shall be responsible for the annual State required smog emissions testing for diesel, CNG, and gasoline engines of the City's fleet. The City's government fleet number **GD930090** shall be used when any test is conducted to allow the **Bureau of Automotive Repairs (BAR)** to receive reports of tested City vehicles. An annual report of the entire fleet must be completed with proof documentation provided. Smog inspections are required as needed. City vehicles with VIN's ending in odd numbers shall be tested in odd years; VIN's ending in even numbers shall be tested in even years.

The Contractor shall provide the PM or their designee a list of vehicles with completed smog inspections done in the first half of the year and copies of all smog certifications annually in June. All required smog inspections must be completed by the first week of December annually. The Contractor must repair and retest vehicles that do not pass the smog inspections in a timely manner to ensure all vehicles pass inspections. The Contractor must request approval for any vehicle repairs that are greater than 25% of the value of the vehicle in writing. If the Contractor does not obtain approval from the City, the Contractor may be liable for all repair costs.

Road call and Towing Services

The Contractor shall use the City's current tow service contractor, which provides road call service and towing for all City vehicles twenty-four (24) hours a day, seven (7) day per week basis, within the City of Montebello.

The City shall provide the Contractor with the phone numbers of the City's tow service contractor.

Towed vehicles shall be transported to the Contractor's service facility for repairs during the Contractor's regular business hours; to the City's Transportation Facility after the Contractor's regular business hours, located at **400 South Taylor Avenue, Montebello, California, 90640**.

Quick Fix Repair Services

The Contractor shall provide a "Quick Fix" service for repairs that can be completed in less than one (1) hour. Quick Fix services are specified in the Motor Labor Time Guide (or other industry accepted time standards reference) or as established by the PM. Quick Fix services include, but are not limited to, tire repair/replacement and minor single item repairs (e.g., replacing belts, fuses, hoses, light bulbs, and wiper blades; topping off fluids; battery diagnosis and replacement). Quick Fix services shall be continuously available during the City operating hours. All Quick Fix services shall be documented with WOs entered in AFMIS real-time.

Technical Bulletins, Warranty & Recall Work

The Contractor shall be responsible for acquiring all OEM's technical service bulletins and recall notices pertaining to all applicable vehicles in the City's fleet. The Contractor shall disseminate technical service bulletin information to all supervisors and mechanics that repair and maintain vehicles in the City's fleet in a timely manner. The Contractor shall ensure that bulletin directives are followed unless otherwise directed by the PM.

Recalls and campaigns shall be created in the AFMIS by the Contractor.

The Contractor shall administer all warranties, recalls, and campaigns for vehicles, parts, and subcontractor repairs, including reimbursement collections for such work. The Contractor must seek authorization from the OEM to perform warranty and recall services. The Contractor shall be reimbursed directly from the OEM and the City shall be held harmless from payment for such work. The Contractor must provide copies of all records, reports, and proof documentations.

Road Testing

The Contractor must conduct road or appropriate operations tests on all vehicles serviced with safety related repairs or adjustments (e.g., breaks, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by the Contractor prior to being returned to service.

The Contractor shall ensure all light bars on the City's emergency vehicles are covered prior to any on-highway use and/or operational testing.

Waste Management

The Contractor shall be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this SOW to include, but not limited to, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, batteries, and hazardous waste, according to all applicable laws and Environmental Protection Agency (EPA) regulations.

The Contractor shall provide appropriate training to the Contractor's employees and agents who work and handle hazardous materials to comply with all applicable laws and EPA regulations.

The Contractor shall develop and maintain contingency standard operating procedure (SOP) for handling a spill or other mishap on all hazardous chemicals and wastes. The SOP shall include materials' origin, use, transportation, ultimate distribution, and disposal. All disposals shall be in accordance with applicable laws and EPA regulations.

Welding and Fabrication

Welding and fabrication work related to repairs are an integral part of the service provided by the Contractor. The Contractor must provide an American Welding Society (AWS) certified welder to complete work on steel and aluminum. Additional certification requirements may be required to authorize the Contractor to provide services in the non-target category. The Contractor may subcontract these services.

Welding work included but are not limited to repairing and replacing the following: tailpipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.

Fiberglass repair and fabrication work included, but are not limited to, repairing and replacing the following: hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.

New Vehicle Preparation and Vehicle Disposal

The Contractor shall, upon request of the City, prepare retired vehicles and equipment for disposal. Preparation includes but is not limited to removing decals/logos, light bars, radio equipment, and special equipment on an as needed (time and materials) basis.

Emergency Services

The Contractor shall comply with the City's request to provide stand-by fleet maintenance and repair support during emergencies declared by the City. The City shall notify the Contractor with the details of the emergency situation and the anticipated service duration needed from the Contractor. The Contractor shall open their service center and provide services with an appropriate complement of personnel within twenty-four (24) hours of the required emergency services notification.

Note: The City shall compensate the Contractor in the event of a declared emergency at the rate and terms agreed upon.

CAR WASH & DETAILING SERVICES

Car Wash

If equipped, the Contractor shall provide car wash services at their facilities or at the approved Contractors' locations supplied by the City on an as needed basis.

City vehicles shall be washed and vacuumed after repairs and services, removing all paper mats, oils, fingerprints, etc., that may exist after services. Interior and exterior car wash services include, but are not limited to, full vehicle body wash, interior vacuuming, mirror, and glass cleaning, etc.

The initial cost shall include all cleaning, disinfecting, and other miscellaneous supplies necessary to accomplish the car wash services, whether included or contracted out.

Detailing Services

The Contractor shall offer detailing services on all vehicles on an as needed basis and shall perform detailing on all vehicles in accordance with the service interval of this SOW; scheduled every 6 months with the PM or their designee. The Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide detailing services.

The Contractor's detailing services shall include at a minimum:

- Wash all exterior surface
- Clean all interior surface

- Treat all exterior and interior plastic/rubber with applicable treatment for this application.
- Treat all tires with appropriate tire care solution
- Clean all interior and exterior windows and mirrors.
- Clean carpet and upholstery.
- Wax exterior of vehicle annually to protect the paint finish.
- Clean engine compartment, removing all dust and debris, annually, to include wash down or engine cleaning treatment to enhance visual inspection and detect any new leaks or surface potential concerns that may be hidden under debris/dirt.

Note: The Contractor shall not spray coating on the engine compartment after cleaning.

New Logos/Insignia

The Contractor shall be responsible for maintaining and installing all faded and updated City departmental decals/logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by the City.

Note: The City shall provide decals/logos; however, the Contractor must provide advanced notice, if possible, within seven (7) days, to allow the City to obtain new decals/logos that shall be used by the Contractor.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2022, by the CITY OF MONTEBELLO, a California 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 highly qualified professional Contractor to provide the CITY with vehicle maintenance & repair services for over two hundred City-owned and operated vehicles on an as-needed basis. (“Project”); and

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

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

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals (“RFP”) dated January 27, 2022 (“RFP No. 22-4”) with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Contractor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

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

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements,
- B. RFP No. 22-4;
- C. CONTRACTOR's Proposal dated [INSERT DATE]; and
- D. All other documents, including but not limited to, all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

C. 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.

D. 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.

E. 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.

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

SECTION 3. TERM.

This Agreement shall commence on, 2022 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 4. CONTRACT DOCUMENTS.

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

- A. RFP No. 22-4;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

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

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation

upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 6. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 7. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 8. CITY SUPERVISION.

CITY's Transportation Director ("Transportation Director") shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 9. TERMINATION.

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

A. **Termination for Cause.** In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten

(10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any “non-refundable” costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 12. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee, or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR’s employees or CONTRACTOR’s sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state, or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 13. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 14. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 15. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 16. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and

effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the previously mentioned 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 previously mentioned policies are in effect in the required amounts and naming CITY, its officers, agents, employees, and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 18. 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 19. 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 20. 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 21. 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 22. 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 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 23. 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 24. 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 25. 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 26. FORCE MAJEURE

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

SECTION 27. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT 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.

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 doing 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 coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D1
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1

City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild	_____	_____	_____	_____	
2	Engine Rebuild	_____	_____	_____	_____	
3	Porter to pick-up and return car to and from Departments:	_____	_____	_____	_____	
4	Car wash and prep, prior to returning vehicle to the Transportation Department:	_____	_____	_____	_____	
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)	_____	_____	_____	_____	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)	_____	_____	_____	_____	
7	Annual Boom Truck OSHA inspection	_____	_____	_____	_____	
8	By-Annual complete vehicle detail which includes engine and exterior waxing:	_____	_____	_____	_____	
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

Hourly Rate

* Contractors, fully encumbered, hourly rate of pay for all additional work

\$

Business Name: _____		DATE OF SUBMITTAL: _____	
Address: _____			
City: _____	STATE: _____	ZIP: _____	
Phone Number: _____		FAX: _____	
Rep. Name & Title: _____		_____	
NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

EXHIBIT D2

TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Quick Fix</i>	1-HOUR
<i>Maintenance and Repair</i>	• 80% within 24 Clock-hours • 95% within 48 Clock-hours
<i>Body and Paint Repair</i>	• Not to exceed five (5) calendar days for repairs less than \$2000.00 • Not to exceed ten (10) calendar days for repairs more than \$2000.00 "UNLESS WRITTEN AGREEMENT WITH CITY."
<i>New Vehicle Preparation</i>	Two-(2) business days from receipt of preparation letter.
<i>Emergency Services Response</i>	Same Business Day

EXHIBIT D3**CONTRACTOR FACILITY INSPECTION REPORT****CITY OF MONTEBELLO
CONTRACTOR FACILITY INSPECTION REPORT**

CONTACT PERSON	PHONE NUMBER
LOCATION	EMAIL ADDRESS
ADDRESS	
CONTRACTOR	

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable:

CONDITION	SHOP	OFFICE	RESTROOM	LUNCH ROOM	EXTERIOR
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other – See below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY):**COMPLETION
DEADLINE**

CORRECTIVE ACTION TAKEN (BY CONTRACTOR):**DATE REINSPECTION**

COMMENTS (FROM CONTRACTOR)**RECEIPT OF COPY
BY:**

CONTRACT PROGRAM MONITOR:**SIGNATURE****DATE**

EXHIBIT D4

City Vehicles Inventory

City of Montebello

EXHIBIT D4

Vehicle Inventory as of January 2022

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	CHEV	TAHOE	GREEN	1436238	1GNFC13018R213783		008014	283	GAS	Admin

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	FORD	ESCAPE	FORD ESCAPE	1258164	1FMCU02218KA28737		008010	010	GAS	BUILDING
2008	FORD	ESCAPE	FORD ESCAPE	1258163	1FMCU02228KA95721		008011	011	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258166	1FDWX34568EA05940		008012	012	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258165	1FDSW34578EB84572		008013	013	GAS	BUILDING

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
1992	GMC	S-15	PICKUP	1509402	1GTC14Z7N8512336	55444	092075	075	GAS	GOLF

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
1997	CHEV	EXT	PAL VAN		Duplicate -1GAHG39RXV1093850		197156	156	GAS	P.D.
1997	CHEV	ASTRO	CHEV ASTRO VAN	032638	1GNDM19W1VB121836		197157	157	GAS	P.D.
1997	KAWK	KAWK	MOTORCYCLE	06K42	JKAKZCP21VB515490		197163	163	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162476	2FAHP71WX3X194543		003335	335	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162477	2FAHP71W13X194544		003336	336	GAS	P.D.
2003	FORD	F-250	PICKUP	1128634	1FTNX20LX3EB85379	T2	103197	197	GAS	P.D.
2005	CHEV	TAHOE	CHEV TAHOE	1183211	1GNEC13Z45R207370	S1	105219	219	GAS	P.D.
2008	FORD	TAURUS	BLUE	6B0F074	1FAHP24WX8G102732		108230	230	GAS	P.D.
2008	FORD	TAURUS	GOLD	6BTR221	1FAHP24W88G107329		108233	233	GAS	P.D.
2008	FORD	ESCAPE	FORD ESCAPE	1258602	1FMCU022X8KD84619	P5	108248	248	GAS	P.D.
2011	Hyundai	Sonata	Hyundai Sonata 2.4	UC	5NPEB4AC2BH214932		115207	207	GAS	P.D.
2014	HONDA	ST1300	HONDA ST1300	3004448	JH2SC5154EK200065	M1	116151	151	GAS	P.D.
2015	FORD	EXPEDITION			1FMJU1HT8FEF18975		115200	200	GAS	P.D.
2015	CHEV	PK			1GCGSBE37F1171404		115202	202		P.D.
2015	HONDA	4D		UNP	1HGCR3F87FA018016		115204	204	GAS	P.D.
2015	NISSAN	PATHFINDER			5N1AR2MN6FC608037		115205	205	GAS	P.D.
2015	DODGE	Durango	DODGE DURANGO	UC	1C4RDJAG1FC127926		115206	206	GAS	P.D.
2015	HONDA	ST1300	HONDA ST1300	3004449	JH2SC5153FK300207	M2	116150	150	GAS	P.D.
2015	FORD	EXPLORER		1489761	1FM5K8AR8GGA37032	1	116161	161	GAS	P.D.
2015	FORD	EXPLORER		1489763	1FM5K8ARXGGA37050	14	116163	163	GAS	P.D.
2015	FORD	EXPLORER		1489758	1FM5K8AR7GGA37037	17	116164	164	GAS	P.D.
2015	FORD	EXPLORER		1489759	1FM5K8AR7GGA37040	19	116165	165	GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2015	FORD	EXPLORER		1489760	1FM5K8AR6GGA37045	22	116166	166	GAS	P.D.
2016	Chevy	Malibu	Chevy Malibu	UC	1G1ZE5STXGF239374		116152	152	GAS	P.D.
2016	Chevy	Malibu			1G1ZE5ST0GF240601		116153	153	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe C1500		1GN5CBK5C5GR248065	CAPT	116154	154	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe		1GN5CBK5C8GR281139	CHIEF	115155	155	GAS	P.D.
2016	Nissan	Altima	Nissan Altima	UC	1N4BL3APXGC254410		116157	157	GAS	P.D.
2016	Chevy	Express Van	Youth Services		1GAZGPF6161326855		116167	167	GAS	P.D.
2017	Chevy	TAHOE	Grey - Tahoe		1GN5CBK5C0HR365747		117170	170	GAS	P.D.
2017	Ford		M.M.H.T.	1515051	1FM5K8AR1HGB00781		117171	171	GAS	P.D.
2018	FORD	VAN	Ford Transit Jail Van	1520635	1FTBW9CM8JKB41740	J1	118172	172	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR7JGC43515	5	118173	173	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	118175	1FM5K8AR0JGC43517	10	118175	175	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR2JGC43518	11	118176	176	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	1429239	1FM5K8AR4JGC43519	12	118177	177	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR0JGC43520	20	118178	178	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR2JGC43521	21	118179	179	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520974	1GCGSBEA0J1306617	P-1	118180	180	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520973	1GCGSBEA7J1306694	P-2	118181	181	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520975	1GCGSBEA5J1306287	P-3	118182	182	GAS	P.D.
2018	CHEV	TAHOE	Chev Tahoe	1553212	1GNLCDEC9JR361620	S-2	118183	183	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	AF23E47	1FM5K7D85KGA96237	TR-2	16327		GAS	P.D.
2019	FORD	RESPONDER	Ford Crew cab	AF24S82	1FTEW1P42KKD57853	23	16311		GAS	P.D.
2020	FORD	EXPLORER	Ford Explorer	1601933	1FM5K8AB9LGC63643	9	16344		GAS	P.D.
2020	HONDA	ACCORD	Honda Accord		1HGCV1F14LA118573		16382		Gas	P.D. - Detective
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB3MGA07175	2	16373		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB5MGA07176	3	16374		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB7MGA07177	8	16375		GAS	P.D. - Patrol
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ4MUA01983	C1	16376		GAS	P.D. - Cadet 1
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA05039	C2	16377		GAS	P.D. - Cadet 2
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA04604	C3	16378		GAS	P.D. - Cadet 3
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZXMUA01521	C4	16379		GAS	P.D. - Training
2021	FORD	ESCAPE	Ford Escape Hybrid	UC	1FMCU0BZ5MUA07310		16380		GAS	P.D. - Evidence
2021	HONDA	PILOT	Honda Pilot Silver		5FN9YF6H15MB013769		16381		GAS	P.D. - Detective
2021	CHEVY	TRAVERSE	Chevrolet Traverse	UC	1GNERLKW6MJ127924		16383		GAS	P.D.
2021	CHEV	SILVERADO	Chevrolet Silverado		1GCPWCED9MZ195754		16384		GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

1994	MITSUBISHI	FUSO	BOX TRUCK		JW6AKE1H5RLD03018		194299	299	GAS	P.D.
2003	TOYOTA	CAMRY LE	GREEN	N/A	4T1BF32K33U543181		103291	291	GAS	P.D.
2005	FORD	EXPLORER	WHITE	5MQA639	1FMZU62E35UA32203	P1	105268	268	GAS	P.D.
2008	FORD	ESCAPE	GRAY	1257922	1FWCV02Z78KA03163		108273	273	GAS	P.D.
2008	CHEV	SUBURBAN	BLACK	N/A	1GNFC16088R105057		108285	285	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	JH2SC51789K600203	M1	109294	294	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002036	F		109295	295	GAS	P.D.
2010	FORD	CROWN VIC	CROWN VIC	1337844	2FABP7BV6AX107097	T1	109297	297	GAS	P.D.
2011	TOYOTA	CAMRY LE	Toyota Camry LE		4T4BF3EK8B8R209101		111155	155	GAS	P.D.
2012	TOYOTA	HIGHLANDER	TOYOTA HIGHLANDER	UC	5TD2K3EH4CS073049		112166	166	GAS	P.D. - LEASED VEH
2012	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E02DR209421	S1	113156	155	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2F89DG111981	DET	113150	150	GAS	P.D. - LEASED VEH
2013	FORD	TAURUS	FORD TAURUS	1348891	1FAHP2F85DG120189		113151	151	GAS	P.D. - LEASED VEH
2013	CHEV	CAPRICE	CHEV CAPRICE	1397585	6G1MK5R25DL820443	13	113153	153	GAS	P.D.
2013	CHEV	CAPRICE	CHEV CAPRICE	1397588	6G1MK5R23DL820442	15	113154	154	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAH2F86DG122808		113167	167	GAS	P.D. - LEASED VEH
2013	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E03ER138456	K9-1	114160	160	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS	1348868	1FAHP2F82DG113278		113200/113160	200	GAS	P.D. LEASED VEH
2014	CHEVY	TAHOE	CHEVY TAHOE	1397679	1GNLC2E08ER138419	K9-2	114161	161	GAS	P.D.
2014	FORD	TAURUS	GREY FORD TAURUS		1FAHP2F88EG124044		114162	162	GAS	P.D.
2014	FORD	EXPLORER	GREY FORD EXPLORER		1FMSK7F88EGA64934		114163	163	GAS	P.D.
2014	FORD	TAURUS	DARK BLUE FORD TAURUS		1FAHP2F84EG124042		114164	164	GAS	P.D.
2014	FORD	TAURUS	SILVER FORD TAURUS		1FAHP2F84EG124043		114165	165	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397734	6G3NS5R28EL931162	16	114167	167	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397736	6G3NS5R21EL929690	06	114169	169	GAS	P.D.
2014	Chevy	SILVERADO	Chev Silverado		3GCPCREC6EG296917		114170	170	GAS	P.D.
2014	FORD	TAURUS	FORD TAURUS	1389267	1FAHP2F86EG124043		114201	201	GAS	P.D. LEASED VEH

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	RANGER	MINI TRUCK	1258274	1FTYR14D38PA43858		008029	029	GAS	PLAN CODE ENF
2008	FORD	ECONOLINE	FORD VAN	1258261	1FMSS31LX8DA45962	1	008041	041	GAS	PARKS
2008	FORD	ECONOLINE	FORD VAN	1258262	1FMSS31L88DA45961	2	008042	042	GAS	PARKS
2003	FORD	EXPEDITION	FORD EXPEDITION	1170535	1SMPU16L63LC18579		003067	067	GAS	PARK RANGER
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393225	4T1BD1FK2DU090791	S-5	313431	431	GAS	Parks
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393222	4T1BD1FK1DU087946	S-4	313430	430	GAS	Planning & Comm. Dev.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2018	FORD	F250	CNG - PICKUP	AE82R21	1FTBF2A68JED06506		16321		CNG	PARKS
2018	FORD	F250	CNG - PICKUP	AE82R12	1FTBF2A68JED06505		16322		CNG	PARKS
2019	FORD	F350	DUMP TRUCK	1557985	1FDRF3G6XKEE37279		16268		GAS	PARKS
2019	FORD	F350	REGULAR PICKUP	1466473	1FTBF3A60KEE25347		16279		GAS	Tree Dept.
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		16287		GAS	Tree Dept.
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25B70	IFMCUOEZXMUA59317		16389		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25K87	IFMCUOEZXMUA60029		16390		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR51X60	IFMCUOEZ7MUA59310		16391		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR56X70	IFMCUOEZ8MUA59039		16392		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR19U91	IFMCUOEZ1MUA59402		16399		GAS	Planning/Code Enforcement

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1993	INTL	SEWER JET	CHIPPER TRUCK	1509401	1HTSDPPN7PH470550		093085	064	GAS	STREETS
1996	CHEV	1 TON	VAN	1140076	1GCHG35K3TF100394		096123	123	GAS	STREETS
1996	CHEV		VAN	377409	2GCEC19K2P1150892		096090		GAS	STREETS
2001	INTL	SEWER JET	SEWER JET TRUCK	1032510	1HTGBAAR11H366809		001124	124	DIESEL	STREETS
2001	CHEV	1 TON	UTILITY	1086288	1GBJC39121F211017	22080	001125	125	DIESEL	STREETS
2008	FORD	RANGER	MINI TRUCK	1258273	1FTYR14D18PA43857		008028	028	GAS	STREETS
1993	GMC	1 TON	VAN	349400	1GTGC33F4PJ726925		093089		DIESEL	STREETS
1994	CHEVY	SILVERADO	PICKUP	349405	2GCEC19K1R1307816		708631	076	GAS	STREETS
2001	CHEV	S-10	PICKUP	1086150	1GCCS14W118217233		001133	133	GAS	STREETS
2004	FORD	RANGER		1184493	1FTYR14U94PA90130		061214		GAS	STREETS
2008	CHEVY	C3500	DUMP TRUCK	1258275	1FTYR14D58PA43859		008027	027	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334045	1GBJC74K79E152474		009126	126	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334046	1GBJC74K49E153016		009127	127	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065		GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334014	1GBJC74K49E152842		009064		GAS	STREETS
2009	CHEVY	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065	065	GAS	STREETS
2019	FORD	F250	CNG - PICKUP	1567966	1FTBF2A68JED06503		016324		CNG	STREETS
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		016287		GAS	STREETS
2019	FORD	F350	DUMP TRUCK	1466473	1FTBF3A60KEE25347		016279		GAS	STREETS
2019	FORD	F350	Arrow Board Pickup	1026718	1FTBF3A62KEE25348		16270	270	GAS	STREETS
2019	FORD	F350		1545903	1FDBF3A67KEE25549		16282		GAS	STREETS
2019	FORD	F350		1568865	1FDRF3G6XKEE37278		016269		GAS	STREETS
2019	FORD	F350		1568875	1FDRF3G6XKEE37279		016268		GAS	STREETS

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2019	FORD	F350		1545904	1FDBF3A63KEE25550		16284		GAS	STREETS
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YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2005	FORD	500	FORD 500	1208602	1FAFP24195G130237	A-1	005448	448	GAS	Finance
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK6DU085402	S-2	313428	428	GAS	Public Works

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1994	CHEV	CREWCAB	Service Truck	377436	1GBJC34N6RE261141	M3	094409	409	GAS	TRANSIT
1998	CHEV	C3500	CHEV C3500	052677	1GBJC34F7WF037388	M4	098412	412	DIESEL	TRANSIT
2004	CHEVY	BLAZER	BLACK	New1400550	1GNCS18X04K112250		004030	030	GAS	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415373	19XFB5F51CE000508	R-1	012365	365	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415372	19XFB5F51CE001075	R-2	012366	366	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415370	19XFB5F5XCE001026	R-3	012367	367	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415371	19XFB5F52CE001019	R-4	012368	368	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415369	19XFB5F57CE001551	R-5	012369	369	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415374	19XFB5F56CE001525	R-6	012370	370	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415375	19XFB5F53CE001546	R-7	012371	371	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397607	19XFB5F56CE001492	R-8	013372	372	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397606	19XFB5F56CE001539	R-9	013373	373	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC SILVER	1397605	19XFB5F56CE001669	M-2	013374	374	CNG	TRANSIT
2012	ISUZU	TRUCK	ISUZU TRUCK	1415277	54DC4W1C2CS800266	M-1	012375	375	CNG	TRANSIT
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK9DU087578	A-2	313429	429	GAS	TRANSIT
2013	TOYOTA	CAMRY XLE	TOYOTA CAMARY	1393187	4T1BD1FK7DU081603	A-1	313432	432	GAS	TRANSIT
2016	MBLT	VN	MV1	1515194	57WMD2B63EM102200	S-1	314441	441	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53234	1528663	57WMD2B60EM102204	S-2	117442	442	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53235	1528664	57WMD2B62EM102205	S-3	117443	443	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53236	1528665	57WMD2B64EM102206	S-4	117444	444	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53237	1528666	57WMD2B66EM102207	S-5	117445	445	CNG	TRANSIT
2017	CHEVY	TAHOE	Transit PD		1GNSCAK3HR279892	TR	117168	168	GAS	TRANSIT
2017	FORD	EXPLORER	Transit PD		1FM5K8AR4HGC57205	TR1	117169	169	GAS	TRANSIT
2019	STRC		CUTAWAY	1578509	1FDEE4F67KDC36694		16303	303	GAS	TRANSIT

TOTAL VEHICLES: **156**

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

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

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

Part II

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

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

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT 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 due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 (Title)

 (The "Beneficiary") and hereby
 (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT 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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ATTACHMENT B

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3988 WITH FORD OF MONTEBELLO, INC. DBA FORD OF MONTEBELLO

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 8, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and FORD OF MONTEBELLO, INC. dba FORD OF MONTEBELLO (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide vehicle maintenance and repair services for over two hundred city-owned and-operated vehicles on an as-needed basis; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, the 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 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; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated January 27, 2022 ("RFP No. 22-4"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND 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. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated April 20, 2022, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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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. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated April 20, 2022 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR 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. CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred Thousand Dollars (\$100,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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 **June 8, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The 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.

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c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR 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 CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR'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.

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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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the 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 the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The 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 the CITY shall be employed by the CONTRACTOR 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 CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the

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CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR 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 CONTRACTOR. If this Agreement remains in place, the CONTRACTOR 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 CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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

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contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, 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 CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

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

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 CONTRACTOR 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 CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The 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.

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

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policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The 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.

k. The insurance provided by the CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

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

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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 the 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

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enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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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: Lupita Ibarra, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) libarra@cityofmontebello.com
If to Contractor:	Ford of Montebello, Inc. dba Ford of Montebello. Attn: Steven Chen, Service Director 2747 Via Campo Montebello, CA 90640 -1701 (323) 838 - 6920 steven@fordmontebello.net

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 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. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the 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.

The CONTRACTOR 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 CONTRACTOR. The CONTRACTOR'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 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**FORD OF MONTEBELLO, INC. DBA
FORD OF MONTEBELLO.**

René Bobadilla, City Manager

Steven Chen, Service Director

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

January 27th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

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D 3 – Facility Inspection Report

D 4 – City-Wide Fleet Composition

Exhibit E -- Statement of DBE Participants

Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension, and Other Responsibilities 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

The City of Montebello ("City") is soliciting proposals ("Proposals") from highly qualified Contractors ("Contractors") to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis. It is essential that the City properly maintain its citywide fleet to ensure reliable and efficient public services are provided to the residents of the City of Montebello and neighboring communities. The services included in Request for Proposal ("RFP"), No. 22-4 ("RFP No. 22-4"), will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

As Los Angeles County continues to recover from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to select a local vendor who possesses the relevant knowledge and experience necessary for the citywide fleet vehicle maintenance and repair services.

DATE: January 27th, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL NO. 22-4
TITLE: CITY OF MONTEBELLO

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

The City is soliciting Proposals from highly qualified Contractors to provide vehicle maintenance and repair services for all city-owned and operated vehicles. The services included in RFP No. 22-4 will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

A Pre-Proposal Meeting will be held on **Tuesday, February 15, 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 receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective Proposers and posted on the City's website. Responses to questions or comments regarding RFP No. 22-4 provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, March 24, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 22-4. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to

participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 22-4, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

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

Name: Adrianna Kendricks
 Title: Acting 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	January 27 th , 2022
Pre-Proposal Meeting	Tuesday	February 15 th , 2022
Deadline to Submit Questions	Thursday	February 24 th , 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	March 8 th , 2022
Deadline to Submit Proposals	Thursday	March 24 th , 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of April 11 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 52	
3	Licensing, Permits, Certificates, and Taxes	Page # 12	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Stand-By 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):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 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 the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-4.

All requests for exceptions or deviations as a result of RFP No. 22-4 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 22-4, (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 RFP No. 22-4, 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 documents in RFP No. 22-4. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the agreement ("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 RFP No. 22-4 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 RFP No. 22-4, the Proposer shall notify the City's Point of Contact 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 previously mentioned addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **3:00 PM, Thursday, February 24, 2022**. No questions will be answered individually by the City.

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

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

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

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

DEFINITIONS

Proposer/Vendor/Contractor	Any manufacturer, firm, company, or agency providing services, equipment, software, or supplies for this RFP.
User Department	The various City departments utilizing the services, provided under this contract from Contractor.
Customer Vehicle Coordinator	Individual(s) assigned by a City Department to be responsible for initiating, reviewing, and approving vehicle equipment repairs, disposals, specifications, and maintenance on behalf of that user department.
City	The City of Montebello, a municipal corporation.
Contract	The final, written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which will be included with the Contract Documents.
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
RFP	Request for Proposal
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services."
City Recognized Holidays	The Holiday schedule changes each year, and therefore contractor shall obtain an annual update of recognized holidays.
Downtime/Vehicle Turnaround Time Standards	Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance work.
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Proposer to generate the results specified, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
Automotive Fleet Management Information System (AFMIS)	The Independent Service Contractor (ISC) shall have a fleet management information system that shall be used to track City vehicles, assigned to this contract, and shall include the ability to track and report the following: Preventative Maintenance, Schedule Maintenance, Parts usage, by vehicle, Parts Expenditures by Vehicle, Individual Vehicle Summary Reports, to include all these items, in addition to current mileage and department vehicle is assigned to.
Assets	This term refers to vehicles, light duty trucks, heavy duty trucks and vans
Vehicle Classification	City's vehicle classification approach (used in AFMIS to classify assets) uses the Standard Vehicle and Equipment City assigned vehicle number and manufacture type, year, and fuel type.

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to RFP No. 22-4, they shall do so on a prime-sub-Contractor-basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

CONTRACTOR RESPONSIBILITIES - GENERAL

The Contractor shall furnish all supervision and labor needed to manage and maintain the fleet in a state of repair consistent with the performance standards and service specifications identified in this Statement of Work (SOW). The Contractor shall purchase, supply, and manage inventory of materials and parts pursuant to the provision of such services. The Contractor shall be responsible for providing any tools and equipment needed to provide services. The Contractor shall be responsible for managing City vehicles, in this SOW. The Contractor will be required to provide maintenance and repair services to vehicles as needed within the City.

SUPPLIES, MATERIALS, EQUIPMENT AND/OR SERVICES

It is hereby agreed that the Contractor shall provide the supplies, materials, equipment, and/or equipment in conformation with these General Specifications, any and all Special and/or Technical Specifications detailed in the Scope of Work Section contained in this proposal package.

WARRANTIES AND GUARANTEES

The Contractor will deliver to the City, along with the supplies, materials, equipment, and/or services, all supplier's and manufacturer's warranties and guarantees covering the "requirements" provided under the contract.

The Contractor shall make the following warranties concerning the "requirements":

- They shall conform to the specifications.
- They shall be of good material and workmanship and be free from defects and be functionally acceptable.
- They shall be suitable for their intended use(s).

They shall not infringe upon any United States or foreign patent. In providing them, the Contractor shall have complied with applicable Federal, State, and local laws and regulations.

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City. In addition, none of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of the City.

The Contractor, at its own expense, shall secure all permits and licenses necessary to the performance of the contract. Failure to do so constitutes grounds for termination of the contract.

The Contractor shall, at its own expense, obtain and pay premiums for any required insurance(s) for the operation of its services. Proof of insurance coverage must be made available to the City.

SERVICE AGREEMENT GUARANTEE

- Furnish services described in the solicitation and resultant agreement at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
- Enter upon the performance of services with all due diligence, and assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents.
- All services to be inspected or reviewed by a representative of the City or designated agent at any reasonable time and place selected by the City. The City will be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the agreement.
- Stipulate that the presence of a representative of the City as a Quality Assurance Inspector will not lessen the obligation of the Contractor for performance in accordance with the agreement requirements, or be deemed a defense of the part of the Contractor for infraction thereof. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the agreement documents. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material. Notification of an omission of failure will be documented by the City.

INTENT/OBJECTIVE AND GOALS

The City intends to establish cost and performance standards for fleet maintenance with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. The City has determined a fee of one hundred dollars (\$100.00) per day, per incident, will be assessed against the Contractor for each discrepancy which is not corrected within three (3) days of notification to the Contractor.

- **Vehicle and equipment reliability - <1 breakdown/25,000 miles of service**
- **Completion performance - 100% of all work orders (WO) done on schedule**
- **Unscheduled repair performance - 2% of all repairs returned for same work again**
- **Parts inventory and availability - No vehicle shall set more than 3 days because of lack of parts: written approval required**
- **Quality of workmanship - 100% of all repairs completed satisfactorily**
- **Computerized maintenance software - all information will be available on electronic medium; monthly reports due the 10th**

- a. Product and Labor Warranty - Contractor will submit all warranty claims within 30 days and credit the City.
- b. Police Patrol Units - no more than three (3) patrol units on hold at any given time; written approval required.
- c. Achieve a maintenance and repair turnaround rate of less than 24 clock-hours 80 percent of the time and a turnaround rate of less than 48 clock-hours 95 percent of the time
- d. Provide excellent overall customer service
- e. Achieve a high standard of fleet safety and reliability
- f. Create a fleet maintenance environment where the City's Independent Service Contractor (ISC) will be the fleet maintenance service provider of choice.
- g. Minimize fleet management maintenance and repair cost and therefore, overall fleet cost and costs to the City.

The City intends to conduct a two-step procurement for these fleet repair management and maintenance services. Step one (1) is evaluation of the written submittal and oral interview response to this RFP. Step two (2) is negotiation of the final agreement with the qualified Respondent whose proposal is ranked the highest.

The City expects the final agreement to be similar to and include all the work elements of the Statement of Work within this RFP. The City may elect to conduct oral presentations to clarify any uncertainties in the proposal. Oral presentations may be required by senior management of the contractor who have the ability to answer all questions regarding their proposal within **thirty (30) days** after receipt of bids.

PERFORMANCE OF WORK

These specifications intend to provide only services that meet the standard of care of similar contractors performing similar services in the same or similar locale. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not explicitly 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.

TIME AND CONSIDERATION

If the Contractor fails to make delivery of the supplies, materials, equipment and/or services within the specified time, or fails to perform any of the other provisions of this contract, the City has the right to terminate the contract for default. If in the opinion of the City, the failure to deliver results from supplier negligence to perform as specified, the liquidated damages clause, may be enforced.

All disputes that might arise under this contract and cannot be resolved between the Contractor and the City will be handled through the Purchasing Agent's Office.

If, in the opinion of the City, it is the best interest of the City to terminate the contract, for convenience, the City agrees to only pay for supplies and/or services delivered or performed by the Contractor at time the Contractor is made aware of the termination notice.

Any such termination notice shall be affected by delivery, to the Contractor, of a notice of termination specifying the extent of performance under the contract being terminated and the effective date of termination.

LIQUIDATED DAMAGES

In the event that the supplies, materials, equipment, and/or services are not delivered and/or performed by the Contractor as expected, a liquidated damage provision in the sum of the difference in cost for the City to acquire the supplies, materials, equipment, and/or services from an outside source plus administrative fees will be deducted from the next order to the winning Proposer of the original contract. However, any delay in delivery of supplies, materials, or equipment and/or services shall not initiate the liquidated damages provision of the contract if the delays are determined by the City to be beyond the control of the Contractor.

Definition of delays beyond the control of the Contractor: Delays can include, but are not limited to, disaster declaration by Acts of the Government of the United States; Government of the State of California; Government of the City of Montebello (in either its sovereign or contractual capacity): guarantee restrictions; and strikes. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If delays are caused by the default of a subcontractor(s), the assessment of damages against the Contractor shall apply.

AWARD OF CONTRACT

The Agreement 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 to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

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

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

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No Agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 7 – Form of Contract [Sample]) and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the

City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

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

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

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

EVALUATION OF PROPOSALS

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

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City 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.

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

- The Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example, a sample certificate with another agency, or a statement that the Proposer can meet the insurance requirements in the RFP should be attached to the proposal.
- The Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
TOTAL		75 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(25 points)**. All other Price Proposals will be scored as follows:

$$\text{Proposer Price Score} = \text{Best Price Proposal} \times 25 \text{ (Total Points Available for Price Evaluation).}$$

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.
- (b) Contract Termination: The City may terminate any resulting Agreement for convenience at any time by giving the Contractor written notice thereof. Upon termination, the City shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the City 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, the City 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 Agreement, and does not within ten (10) days, thereafter, cure such breach of violation, the city may immediately terminate the Agreement for default. The Contractor shall be liable for any and all costs incurred by the City as a result of such default.

BOND REQUIREMENTS

Bid Guarantee

During the proposal submission, 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 total bid price.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 10% of the Contract value is required by the City to ensure faithful performance of the Contract. 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 Contract 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 10 percent or more 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 City will only accept the Irrevocable Stand-By Letter of Credit 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 10% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

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

Payment Bonds

A Labor and Materials Payment Bond the amount of 10% of the Contract value must be furnished by the Contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

PARTS OPERATION

Procuring, Stocking, and Issuing of Parts

Parts Inventory

The Contractor shall procure, stock, and furnish all new parts, materials, supplies, and fluids required for the operation and maintenance of all City vehicles in accordance with parts management practices acceptable to the City and meeting all relevant OEM and City standards/specifications.

Parts Ownership

All parts shall remain the property of the Contractor or the Contractor's supplier until such time as they are used to repair or replace a defective part or component on a City vehicle.

Parts Management

The Contractor shall issue/charge all parts, material, and labor hours in the Contractor's AFMIS, on all repairs/work performed on City vehicles.

Cannibalization of Parts

The Contractor shall not cannibalize parts from City vehicles for use on other vehicles, without the prior written approval of the City's Project Manager (PM). Upon the City's request, the Contractor must return replaced parts to the City.

Parts Costs

At times, the City has market-favorable pricing concerning parts, tires, etc., through its procurement contracts, and/or GSA schedule pricing. The Contractor may be granted permission to purchase parts through the City's channels if the Contractor so desires. Furthermore, if conditions or pricing warrants, the Contractor shall make every effort to purchase certain parts from the City's contract or the GSA and National Joint Powers Alliance (NJPA) contract whenever a cost saving exists.

Quality of Parts to be furnished

Parts used to maintain and repair the fleet must be equivalent to or exceed the specifications of OEM. However, if the OEM has updated the quality of the parts for current production, parts supplied under this contract must be equivalent to or exceed the updated quality.

Note: The City reserves the right to exclude the use of specific part brands or specific components on City vehicles.

City vehicles under warranty and/or emergency and first responder vehicles (e.g., Police and Fire) that have failing or defective parts shall be replaced with the OEM. For instance, defective or failing parts of Ford, GM, or Dodge shall only be replaced with genuine OEM genuine Ford, GM, or Dodge parts only.

Tires

The Contractor shall ensure comprehensive tire services that include, but are not limited to, tire replacement, repair, inspecting, balancing, and field tire services. All tire replacements are to be new tires of the same size, type, load, wear, and traction ratings as provided by the OEM unless otherwise approved in writing by the City.

The Contractor shall follow all OEM tire repair guidelines for City vehicles and must have a tire repair

process in place from the OEM of the tires. All emergency vehicles do not qualify for any tire repair and must be replaced with a new tire. The Contractor shall be responsible for all tire repairs that cause damage to a vehicle.

The Contractor shall obtain three quotes for all tires used on City Vehicles and retain on file for each vehicle affected, or use City contracts. There shall be instances that the Contractor may only purchase tires from a specific OEM, for example, Police Cruisers, and therefore must document this practice and discuss it with the PM.

Note: Tires on all emergency and first responder vehicles which are discovered to have met the useful life and/or damaged in the day-to-day operation (e.g., Nail, collision, alignment issues, etc.,) shall be replaced with new tires that are designed for emergency and first responder vehicles to meet the particular vehicle application and size designated by the vehicle OEM. Any new tires replaced on any one axle requires the replacement of both tires on that specific axle. The tires that have been removed from the emergency and first responder vehicles must be inspected for reuse on applicable City vehicles with the same tire requirements based on vehicle OEM specifications. The Contractor must be confident and perform a safety inspection to ensure the reuse of the emergency and first responder vehicles' tires are safe to operate on City vehicles.

Rebuilt/Remanufactured Parts

Rebuilt/remanufactured parts must conform to the OEM's reconditioning tolerances and the warranty shall be tracked and monitored to ensure that the City is not charged for any warranty part which was found to meet the warranty guidelines of the specific part/component that failed during the warranty period.

FACILITIES AND EQUIPMENT

City Facilities

The City has multiple departments that retain City vehicles; the Contractor shall ensure that the vehicles are free of leaks (oil, coolant) that may impact the environment and storm drains.

Potential Safety or Environmental Hazards

The City does not warrant or guarantee against the possibility that safety or environmental hazards, or potential hazards may exist at the facilities. The Contractor will be responsible for identifying any potentially hazardous conditions caused by a City vehicle for which the contractor is responsible for, and notifying the City of these conditions as soon as possible.

Days and Hours of Operation

Contractor shall provide all services as set forth in this Contract Monday through Friday during Contractor's normal business hours. The City will be open from **7:30 a.m. to 5:30 p.m.** unless otherwise notified by the PM in writing. The Contractor is not required to perform services on City recognized holidays unless an emergency condition has been declared.

Hours for individual facilities are subject to change according to customer requirements. Any changes in facility hours will be mutually agreed upon and placed in writing by the Contractor and the PM.

Regulatory Permits/Certifications

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications necessary to provide Services pursuant to this Contract.

Supplies/Tools/Portable Equipment

Contractor shall provide, at their sole expense, all shop supplies, tools, and portable equipment necessary to perform all services set forth in this Contract.

Security & Safety

The Contractor is responsible to ensure the safe keeping of all City vehicles at facilities. Any vandalism, theft or damage to vehicles determined to be the responsibility of Contractor, by failure of safekeeping, shall be repaired at the expense of the Contractor. The Contractor's Project Manager or designated representative will provide an immediate oral report followed by a written report of any incident/accidents that occur on City property. The written report is due within twenty-(24) hours of occurrence or discovery of occurrence to the PM. The Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits, eye wash and flashlights at its facilities. The Contractor will use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

Facility Maintenance Tasks

The work performed at the Contractor(s) facilities is a reflection of the City and therefore shall maintain a positive image within the community and on behalf of the City. The Contractor shall ensure its facilities are maintained and will be responsible for housekeeping and supplies, which includes janitorial service. Maintenance services of contractor's facilities will be cared for by the Contractor as follows:

Facility Inspection

The City reserves the right to inspect all facilities operated by the Contractor in the performance of this Agreement and note any deficiencies on Exhibit D3, Facility Inspection Report. The Contractor will be provided a copy of the facility inspection report on the day of inspection and shall be responsible to rectify any deficiencies within the period specified on the report. The City will inspect the facility prior to award and yearly thereafter or sooner if Contractor is reported to be in violation of any City, County, or other governing agency as part of doing business in the State of California.

ESTIMATES**Requirement**

The Contractor will provide estimates, where appropriate, before major work is done; for example: Transmission, Engine, Differential, or other major part or component repair beyond normal preventative maintenance, and use Motor labor Time Guide or Equivalent to establish reasonable time standards.

Repairs estimates must be analyzed by the City to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the City. The City will make the final determination on replacement.

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair estimates for insurance claims, transportation of vehicle to/from repair site (when possible), repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. Contractor must document three (3) competitive estimates, if unable to get at least three (3) or more, contractor shall document the contractors it contacted for the estimates for all accident repairs. **Note:** Accident repairs shall not be included in the target cost.

Labor Times

The Contractor will utilize mechanical labor times as published by the Motor's Labor Time Guide or equivalent, with City written approval, including proper allowances for combination operations (overlaps). The Contractor will obtain City written approval prior to using labor time not published in the Time Guide. All time estimates will be entered into the Automotive Fleet Management Information System (AFMIS).

Approval

The Contractor must obtain written approval (facsimile, electronic mail or electronic signatures are acceptable) by City Vehicle Coordinator or designee on all estimates prior to performing any work outside the normal preventative maintenance, unless prior written approval is already on file. If work is performed without prior written approval such work shall be at the cost of Contractor.

Excessive or Inappropriate Estimates

In those instances, wherein the PM determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet reasonable standards, the City may seek review or negotiate with Contractor for revisions in repair costs. The City may also, at its sole discretion, send the vehicle to a neutral party that performs the same type of work that may be in question, for estimates and/or repairs. If it is discovered that Contractor is considerably escalating cost and consistently beyond independent cost analysis, which will be available for contractor review, the City reserves the right to use other sources to perform the work, and to cancel the contract for frequent excessive cost estimates.

AUTOMOTIVE FLEET MANAGEMENT INFORMATION SYSTEM (AFMIS)

- The Contractor shall have an Automotive Fleet Management Information System (AFMIS) with enough functionality to track and perform all aspects of this SOW.
- Contractor shall demonstrate and provide print outs of the features and functionality that their AFMIS can perform.
- The Contractor will open all WO in AFMIS at the time vehicles are presented for service. WO status will be updated real-time. All parts and sublet transactions will be promptly recorded in AFMIS. The WO reviewing and scheduling capabilities of AFMIS will be used to their fullest possible extent to foster timely automated notification of repair schedules to affected city departments. AFMIS will be used to notify effected city department when vehicle services have been completed and vehicles are ready to be picked up. The City will be given limited access to AFMIS, as it relates to the vehicle contract. This will allow AFMIS to deliver notifications of work-order and service completions to the person most directly involved with the daily utilization of the vehicles. Further, it will allow the effected City department to view the status of any vehicle that is in the contractor's facility for service and repair.

Safe Computer Practices

Contractor shall maintain safe computer system practices and ensure that City data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee and the Contractor will ensure that employees with passwords properly protect their usage.

Data Integrity

The Contractor will not allow any users access to programs that change or delete data without the written permission of the City. The Contractor shall follow applicable policies for adding or modifying any information relating to City vehicles in their AFMIS.

Report Provisioning

The Contractor will have ability to run reports for PM in relation to the City vehicles that shall include per-vehicle expenses, department assigned vehicle expense, total current expenses and mileage, and labor costs to include most common part/component failure of City specific vehicle or vehicles.

Monthly Report: The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not be limited to:

- Maintenance and Repair costs for the month by City Department.
- Performance reviews in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Costs for accidents and other items not included in original proposed costs.
- Number of shop orders and quick fixes.
- Number of service calls.
- Number of vehicle work-orders scheduled/completed on time.
- Downtime by category and in total.
- Cumulative records of sub-contracted work.
- Total labor hours expended.
- Total parts cost.
- Problem/accident summary.
- Goals achieved and goals for the next month

Annual Summary Report: The Contractor shall provide the City with a written annual report. The annual report shall contain a summary of the year's activities, performance standards met and unmet and other relevant information, by January 30th.

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the body of the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the body of the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the body of the SOW, PRS, the meaning apparent in the Contract and the body of the SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the body of the SOW, that apparent service will be null and void and place no requirement on Contractor.

The City shall monitor Contractor's performance under the Contract in accordance with the PRS. When the Contractor's performance does not conform to the requirements of this Contract, the City shall have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the City. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the City to

have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the City, shall be credited to the City on the Contractor's future invoice. This section does not preclude the City's right to terminate the Contract, as provided for in the Contract.

QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of defined fleet and for the upkeep of the contractor's facility(s). The program shall include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor shall provide a detailed Quality Assurance Program within thirty (30) days of approval of contract. The plan is subject to approval by the City and shall address, at a minimum, the following items before notice to proceed is issued:

- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives
- Quality Control Processes

RECORD KEEPING AND REPORTING

Contractor Records

Upon prior notice by the City, the Contractor shall provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and shall provide to the City cost verification for work.

Reference Files and Procedures

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all WO, inspection records, and supporting documentation such as towing receipts, sublet receipts and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number (VIN if appropriate), warranty information, most recent mileage, and invoice information.

AFMIS Requirements

The Contractor will utilize its own approved AFMIS to maintain an electronic record keeping and reporting system for all services performed on the City's fleet.

Ownership of Records

All reference files and procedures and all electronic data is the property of the City upon completion or termination of the contract.

CONTRACTOR PERSONNEL

The Contractor will staff facilities in such a manner as to permit it to achieve the performance standards and meet all of the other requirements of this SOW.

Selection of Personnel

Contractor's staffing plan must include all performing work referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification.

The Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Statement of Work and for determining and providing wages, salaries, and benefits for its employees. The Contractor's Project Manager and Operations Manager shall have proven technical and managerial experience in the field of fleet management, maintenance, and repair.

Changes in Personnel

The Contractor shall notify the City of changes in personnel (Project Manager and/or Operations Manager). The Contractor's proposal to change its Project Manager and/or Operations Manager must include a transition plan.

Uniforms

All employees, including porter, shall wear uniforms which shall include the Contractor's and employee's name in a visible location and a legible color and style. Uniforms are to be kept clean and in good repair. All uniforms will be provided by, and at the Contractor's expense.

TOTAL CONTRACT COST

Pricing Schedule

Contractor pricing is set forth in Pricing Schedule, Exhibit D1. The Contractor will not invoice, and the City will not pay for any services not set forth in the Pricing Schedule, Exhibit D1, unless agreed upon by the City's designated approval authority.

Note: Contractor shall pass onto the City all promotional specials, and or discounts offered to the general public, to any and all City vehicles that are in for repair during the promotional dates/offer, for example: City vehicle in for oil change shall receive the promotional offer and include all aspects of the promotion.

Target Cost (Estimated Annual, Smog, Car Wash, Tune up)

Target Cost: The cost proposal which is the Contractor's operating budget for each year of this contract is the target cost for the initial year and shall be determined from the proposal submission. Contractor's fee for services will be based on a fully burdened labor rate and parts costs.

General Conditions of Proposal

The General Conditions of Agreement between the City and Contractor are included in this SOW.

Contractors Relationship to the City of Montebello

Contractor as an Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant, or employee of the City. The agreement will specify the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of,

or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; and despite such subcontracting the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor and will be held to the same insurance coverage etc.

Costing Methodology

Cost Proposal

The cost proposal, which shall be the Contractor's operating budget for each year of the Contract, shall include the following cost items:

- a. Hourly Rate, fully burdened
- b. Parts/supplies/outside services used to perform WO/Safety inspections.
- c. All items identified in Exhibit D1.

Mechanical Labor Hourly Rates

Contractor hourly rates shall not exceed the hourly rates stated in the Pricing Schedule. All related administrative costs shall be 100% burdened in Contractor's mechanical shop hourly rates. Contractor may subcontract at rates equal to or lesser than the Contractor hourly rates set forth in the Pricing Schedule.

Cost Savings initiatives

In addition to the Contractor's cost and fee, the Contractor shall look for and propose cost saving initiatives to the City to mitigate or offset any foreseen issues from a particular type of vehicle that the City owns or provide input on the type of vehicle that the City should consider, based on fleet use and experience with fleet and or knowledge of new technology that is new to the market.

Adjustments in the Approved Budget Changes in the Size or Mix of the Fleet

The maintenance and repair service cost may be adjusted, by mutual consent, to correspond to increases or decreases in the fleet size, or adding new vehicles in each class. These adjustments shall be as fleet composition changes, and or reviewed quarterly.

Unusual Cost

The Contractor may petition the City for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this Contract, which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

Annual Adjustments

Should the City choose to exercise future year options, the cost target, approved budget, including the Contractor's fee shall be negotiated for the second and subsequent years of the Contract.

Subcontracted Services

The Contractor will indicate on Exhibit D1, Pricing Schedule, and or supply City with actual cost of subcontracted services and identify services.

The Contractor shall be responsible for arranging, scheduling, and managing the performance of subcontracted services which cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing repairs. These outside

repairs may include transmission, engine and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall list the name and address of proposed subcontractors.

The Contractor shall use the City's current vehicle body repair and painting services contractor, which provides body work, painting, and glass replacement services. The City encourages the Contractor to utilize subcontractor located Montebello where practical and economically feasible. The City and the Contractor shall periodically and informally review the plan to ensure that the outside repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Note: The Contractor will solely accept subcontractor invoices.

Parts

The Contractor's parts pricing shall be the Contractor's actual net part cost, as described in paragraph plus Contractor's markup percentage as set forth in Exhibit D1.

Hazardous Waste Disposal Charges

Hazardous waste disposal charges are the responsibility of the contractor and shall be included in the WO/Safety Inspection charges that contractor would normally charge to all customers and or include in promotional services that contractor will pass onto the City if the vehicle is in for service during the contractor's promotion.

City's Right to Review Billing Documentation

The City reserves the right to review additional documentation to be provided upon the City's request to the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers.

CONTRACTOR'S WARRANTY

Contractor's and Subcontractor's Work Warranty

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of the City fleet to include taking the vehicle to the dealership that represents and or is authorized to perform warranty work on all equipment/vehicles under warranty, for example if it is a Ford vehicle or Chevrolet vehicle under warranty and on Ford or GM is authorized to perform repairs the contractor shall deliver the vehicle to the appropriate authorized dealer. The Contractor will seek authorization from various vehicle and equipment manufacturers to perform warranty work on city-owned equipment. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will be held harmless from payment for such work.

Contractor and all Subcontractor furnished materials, parts, and workmanship shall be free from defects for a minimum period of 12 months or 12,000 miles, whichever occurs first; except as noted below or per the original equipment manufacturer's warranty specification, whichever is greater. Any part warranties provided by the manufacturer that exceed the minimum requirements listed below shall be passed through to the City with written notification of such extended warranty made by the Contractor to PM at time of part installation.

All replacement parts purchased and installed on the City's vehicles shall receive the new warranty that is given by the parts supplier or manufacture for that particular item, for example: Installing/purchasing a

new starter may have a 3-year or lifetime warranty, and therefore it would be applied to the City vehicle it was installed on, and the contractor is expected to track all warranty.

CONTRACTOR'S CONTINGENCY PLAN

Contractor shall have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required Services by whatever means available and shall incur all related costs necessary to provide repair and maintenance services as specified in the Contract. Should Contractor fail to supply an alternate service, City shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

TRANSITION PLAN

Contractor shall provide a transition plan within fifteen (15) days of Contract execution and shall include Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary to provide the requirements specified in this SOW.

CONTINUITY OF SERVICE

Phase In - Phase Out

If upon expiration or termination of the Contract, the Contractor is not chosen to continue in its role, the Contractor shall, upon written notification from the City, provide phase-in/phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor shall be reimbursed for all reasonable transition costs, which accrue within the agreed period after contract expiration or termination. The Contractor shall cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services called for by the contract. Toward this end, the Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

SECTION 5 – QUALIFICATIONS

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

- A. List and describe a minimum of three (3) projects or experiences, similar to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Contractor shall ensure

Contractor personnel report to assigned workstations on time and that contractor facilities are staffed during established facility operating days and hours.

- C. Contractor personnel shall be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon City request.
- D. Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving.
- E. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- F. The Proposer's firm or company has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- G. The Proposer's firm or company is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws, and apprenticeship laws.
- H. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 - SCOPE OF WORK

TIME & MATERIAL SERVICES

The Contractor shall perform the following services and other related services as may be required to ensure the continuity of effective and economical operation of the City's fleet on an as-needed basis. The Contractor shall furnish all necessary supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and services in accordance with fleet management best practices and performance standards specified in this SOW. Additional repairs and services may be specially requested under an as-needed basis upon the approval of the PM. The Contractor shall be expected to provide maintenance and repair services in such a manner as to minimize disruption to the City's daily vehicular operations.

The Contractor shall use the Forecaster and Scheduler modules in the Contractor's AFMIS to schedule the corresponding services with the Manager or their designee. The Contractor shall be responsible for vehicle pick-up and delivery in accordance with the scheduled services established. The Contractor shall notify the PM or their designee prior to pick-up or delivery. Concerns related to lack of notification or constantly unavailable vehicles shall be addressed immediately to the PM to minimize further schedule interruptions.

Note: The Contractor's representative must be insured and possess a valid Class C driver's license to operate any City vehicles; a valid Class B driver's license is required to operate any heavy-duty City vehicles. In addition, the Contractor's representative must have a good driving record and meet the following criteria:

- A. Have a minimum of two years of Class C or B experience.
- B. No DMV points within the last twelve (12) months.
- C. No more than one (1) point within the last twenty-four (24) months.
- D. No failure to appear.
- E. No suspended license within the last twenty-four (24) months.

- F. No more than one (1) accident within the last twenty-four (24) months; and
- G. To provide a DMV K4 Driver's Record (K4) upon the award of contract and as requested. K4 must be recorded on file and updated bi-annually.

Downtime/Vehicle Turnaround Time Standards

The Contractor must meet and adhere to the turnaround times outlined in this SOW as required under the Turnaround Time Schedule (Exhibit D2). All maintenance and repair services must be completed within twenty-four (24) hours of the vehicle's delivery to the Contractor's maintenance facility.

No more than five percent (5%) of all vehicles shall be out of service for maintenance and/or repair services for more than forty-eight (48) hours of the vehicle's delivery to the Contractor's maintenance facility, except the following:

- **Accident, Misuse, Abuse, or Vandalism Repairs.**
Repairs cost less than \$2,000 must be completed within five (5) calendar days of estimate approval or released from the "held for investigation" classification. Repair costs \$2,000 or greater must be completed within ten (10) calendar days of estimate approval or released from the "held for investigation". The Contractor must report the noted damages of the vehicle delivered for repairs to the PM or their designee in writing by the close of the next business day.
- **Vehicles Awaiting Repair Authorization from City.**
In the event the Contractor is awaiting authorization from the City to proceed with a given repair, the calculated turnaround time accounts for the duration from the start to the completion time of the WO minus the notice to proceed period wait time. Notation of the City's authorization approval shall be recorded in the WO notes section in addition to the appropriated status codes to start and stop the clock within the AFMIS. These notes should detail the notification's date, time, name of the City's designee, proposed repair description, and estimated costs that require the authorization.
- **Major Component Failure.**
The City shall decide the total amount of time allowed for major component failure repairs. Major components include but are not limited to:
 - a. **Engines:** Engine failure due to worn rings, blown head gasket, and/or any major engine rebuilt work must meet with the following specifications:
 - Engine rebuilt must be equivalent to or exceed OEM specifications, including all OEM and common failures/concerns updates.
 - Pistons and bearings shall be replaced with new parts only.
 - Black honing shall be torque plate honed.
 - The engine shall be live run tested for reliability.
 - All rebuilt engines shall have a 3 year/100K mile warranty.
 - All Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.
 - b. **Transmissions:** Transmissions rebuilt must be equivalent to or exceed OEM specifications, including all updates to the OEM and common failures/concerns. Police Pursuit vehicles require all the latest updates and models to ensure reliability due to the purpose of service vehicles. All transmissions shall have a 3 year/100K mile warranty. In addition, all Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.

The Contractor must notify the PM or their designee in writing when a vehicle is in the Contractor's facility for more than 24 hours. The Contractor must advise the PM or their designee of the delayed reasons and the estimated time of arrival (ETA). Notation of such notification shall be recorded in the WO notes section of the AFMIS. These notes should detail the notification's date, time, name of the City's designee, delay reasons, and delivery ETA.

Comebacks, Reworks, and Rechecks

The Contractor shall perform comebacks, reworks, and rechecks, when a failure or symptom of failure relates to previous repairs and/or services performed on a vehicle by the Contractor or component thereof occurring with the warranty period.

General Vehicle Repairs

The Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible, and the quality of workmanship must be equivalent to or exceed OEM standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs. The Contractor is expected to perform all general vehicle repairs with a high level of quality, as described above. However, certain maintenance and repair services require additional attention, as described below.

Vehicle Safety and Environmental Inspections

All BIT, clean natural gas (CNG) tank, Smog, Opacity, Type 08, and any other federal, state, or local required inspections must be properly performed and documented by a suitably trained and certified inspector in accordance with the inspection and legal requirements. The Contractor shall be responsible for coordinating all inspections, maintenance, and repair services to minimize vehicle downtime and provide maximum convenience for the City.

Smog Inspections: The Contractor shall be responsible for the annual State required smog emissions testing for diesel, CNG, and gasoline engines of the City's fleet. The City's government fleet number **GD930090** shall be used when any test is conducted to allow the **Bureau of Automotive Repairs (BAR)** to receive reports of tested City vehicles. An annual report of the entire fleet must be completed with proof documentation provided. Smog inspections are required as needed. City vehicles with VIN's ending in odd numbers shall be tested in odd years; VIN's ending in even numbers shall be tested in even years.

The Contractor shall provide the PM or their designee a list of vehicles with completed smog inspections done in the first half of the year and copies of all smog certifications annually in June. All required smog inspections must be completed by the first week of December annually. The Contractor must repair and retest vehicles that do not pass the smog inspections in a timely manner to ensure all vehicles pass inspections. The Contractor must request approval for any vehicle repairs that are greater than 25% of the value of the vehicle in writing. If the Contractor does not obtain approval from the City, the Contractor may be liable for all repair costs.

Road call and Towing Services

The Contractor shall use the City's current tow service contractor, which provides road call service and towing for all City vehicles twenty-four (24) hours a day, seven (7) day per week basis, within the City of Montebello.

The City shall provide the Contractor with the phone numbers of the City's tow service contractor.

Towed vehicles shall be transported to the Contractor's service facility for repairs during the Contractor's regular business hours; to the City's Transportation Facility after the Contractor's regular business hours, located at **400 South Taylor Avenue, Montebello, California, 90640**.

Quick Fix Repair Services

The Contractor shall provide a "Quick Fix" service for repairs that can be completed in less than one (1) hour. Quick Fix services are specified in the Motor Labor Time Guide (or other industry accepted time standards reference) or as established by the PM. Quick Fix services include, but are not limited to, tire repair/replacement and minor single item repairs (e.g., replacing belts, fuses, hoses, light bulbs, and wiper blades; topping off fluids; battery diagnosis and replacement). Quick Fix services shall be continuously available during the City operating hours. All Quick Fix services shall be documented with WOs entered in AFMIS real-time.

Technical Bulletins, Warranty & Recall Work

The Contractor shall be responsible for acquiring all OEM's technical service bulletins and recall notices pertaining to all applicable vehicles in the City's fleet. The Contractor shall disseminate technical service bulletin information to all supervisors and mechanics that repair and maintain vehicles in the City's fleet in a timely manner. The Contractor shall ensure that bulletin directives are followed unless otherwise directed by the PM.

Recalls and campaigns shall be created in the AFMIS by the Contractor.

The Contractor shall administer all warranties, recalls, and campaigns for vehicles, parts, and subcontractor repairs, including reimbursement collections for such work. The Contractor must seek authorization from the OEM to perform warranty and recall services. The Contractor shall be reimbursed directly from the OEM and the City shall be held harmless from payment for such work. The Contractor must provide copies of all records, reports, and proof documentations.

Road Testing

The Contractor must conduct road or appropriate operations tests on all vehicles serviced with safety related repairs or adjustments (e.g., breaks, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by the Contractor prior to being returned to service.

The Contractor shall ensure all light bars on the City's emergency vehicles are covered prior to any on-highway use and/or operational testing.

Waste Management

The Contractor shall be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this SOW to include, but not limited to, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, batteries, and hazardous waste, according to all applicable laws and Environmental Protection Agency (EPA) regulations.

The Contractor shall provide appropriate training to the Contractor's employees and agents who work and handle hazardous materials to comply with all applicable laws and EPA regulations.

The Contractor shall develop and maintain contingency standard operating procedure (SOP) for handling a spill or other mishap on all hazardous chemicals and wastes. The SOP shall include materials' origin, use, transportation, ultimate distribution, and disposal. All disposals shall be in accordance with applicable laws and EPA regulations.

Welding and Fabrication

Welding and fabrication work related to repairs are an integral part of the service provided by the Contractor. The Contractor must provide an American Welding Society (AWS) certified welder to complete work on steel and aluminum. Additional certification requirements may be required to authorize the Contractor to provide services in the non-target category. The Contractor may subcontract these services.

Welding work included but are not limited to repairing and replacing the following: tailpipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.

Fiberglass repair and fabrication work included, but are not limited to, repairing and replacing the following: hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.

New Vehicle Preparation and Vehicle Disposal

The Contractor shall, upon request of the City, prepare retired vehicles and equipment for disposal. Preparation includes but is not limited to removing decals/logos, light bars, radio equipment, and special equipment on an as needed (time and materials) basis.

Emergency Services

The Contractor shall comply with the City's request to provide stand-by fleet maintenance and repair support during emergencies declared by the City. The City shall notify the Contractor with the details of the emergency situation and the anticipated service duration needed from the Contractor. The Contractor shall open their service center and provide services with an appropriate complement of personnel within twenty-four (24) hours of the required emergency services notification.

Note: The City shall compensate the Contractor in the event of a declared emergency at the rate and terms agreed upon.

CAR WASH & DETAILING SERVICES

Car Wash

If equipped, the Contractor shall provide car wash services at their facilities or at the approved Contractors' locations supplied by the City on an as needed basis.

City vehicles shall be washed and vacuumed after repairs and services, removing all paper mats, oils, fingerprints, etc., that may exist after services. Interior and exterior car wash services include, but are not limited to, full vehicle body wash, interior vacuuming, mirror, and glass cleaning, etc.

The initial cost shall include all cleaning, disinfecting, and other miscellaneous supplies necessary to accomplish the car wash services, whether included or contracted out.

Detailing Services

The Contractor shall offer detailing services on all vehicles on an as needed basis and shall perform detailing on all vehicles in accordance with the service interval of this SOW; scheduled every 6 months with the PM or their designee. The Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide detailing services.

The Contractor's detailing services shall include at a minimum:

- Wash all exterior surface
- Clean all interior surface

- Treat all exterior and interior plastic/rubber with applicable treatment for this application.
- Treat all tires with appropriate tire care solution
- Clean all interior and exterior windows and mirrors.
- Clean carpet and upholstery.
- Wax exterior of vehicle annually to protect the paint finish.
- Clean engine compartment, removing all dust and debris, annually, to include wash down or engine cleaning treatment to enhance visual inspection and detect any new leaks or surface potential concerns that may be hidden under debris/dirt.

Note: The Contractor shall not spray coating on the engine compartment after cleaning.

New Logos/Insignia

The Contractor shall be responsible for maintaining and installing all faded and updated City departmental decals/logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by the City.

Note: The City shall provide decals/logos; however, the Contractor must provide advanced notice, if possible, within seven (7) days, to allow the City to obtain new decals/logos that shall be used by the Contractor.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2022, by the CITY OF MONTEBELLO, a California 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 highly qualified professional Contractor to provide the CITY with vehicle maintenance & repair services for over two hundred City-owned and operated vehicles on an as-needed basis. (“Project”); and

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

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

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals (“RFP”) dated January 27, 2022 (“RFP No. 22-4”) with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Contractor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

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

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements,
- B. RFP No. 22-4;
- C. CONTRACTOR's Proposal dated [INSERT DATE]; and
- D. All other documents, including but not limited to, all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

C. 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.

D. 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.

E. 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.

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

SECTION 3. TERM.

This Agreement shall commence on, 2022 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 4. CONTRACT DOCUMENTS.

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

- A. RFP No. 22-4;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

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

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation

upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 6. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 7. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 8. CITY SUPERVISION.

CITY's Transportation Director ("Transportation Director") shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 9. TERMINATION.

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

A. **Termination for Cause.** In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten

(10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any “non-refundable” costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 12. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee, or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR’s employees or CONTRACTOR’s sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state, or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 13. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 14. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 15. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 16. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and

effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the previously mentioned 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 previously mentioned policies are in effect in the required amounts and naming CITY, its officers, agents, employees, and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 18. 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 19. 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 20. 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 21. 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 22. 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 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 23. 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 24. 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 25. 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 26. FORCE MAJEURE

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

SECTION 27. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT 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.

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 doing 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 coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D1
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1

City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild	_____	_____	_____	_____	
2	Engine Rebuild	_____	_____	_____	_____	
3	Porter to pick-up and return car to and from Departments:	_____	_____	_____	_____	
4	Car wash and prep, prior to returning vehicle to the Transportation Department:	_____	_____	_____	_____	
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)	_____	_____	_____	_____	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)	_____	_____	_____	_____	
7	Annual Boom Truck OSHA inspection	_____	_____	_____	_____	
8	By-Annual complete vehicle detail which includes engine and exterior waxing:	_____	_____	_____	_____	
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

Hourly Rate

* Contractors, fully encumbered, hourly rate of pay for all additional work

\$

Business Name: _____		DATE OF SUBMITTAL: _____	
Address: _____			
City: _____	STATE: _____	ZIP: _____	
Phone Number: _____		FAX: _____	
Rep. Name & Title: _____		_____	
NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

EXHIBIT D2

TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Quick Fix</i>	1-HOUR
<i>Maintenance and Repair</i>	• 80% within 24 Clock-hours • 95% within 48 Clock-hours
<i>Body and Paint Repair</i>	• Not to exceed five (5) calendar days for repairs less than \$2000.00 • Not to exceed ten (10) calendar days for repairs more than \$2000.00 "UNLESS WRITTEN AGREEMENT WITH CITY."
<i>New Vehicle Preparation</i>	Two-(2) business days from receipt of preparation letter.
<i>Emergency Services Response</i>	Same Business Day

EXHIBIT D3**CONTRACTOR FACILITY INSPECTION REPORT****CITY OF MONTEBELLO
CONTRACTOR FACILITY INSPECTION REPORT**

CONTACT PERSON	PHONE NUMBER
LOCATION	EMAIL ADDRESS
ADDRESS	
CONTRACTOR	

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable:

CONDITION	SHOP	OFFICE	RESTROOM	LUNCH ROOM	EXTERIOR
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other – See below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY):**COMPLETION
DEADLINE**

CORRECTIVE ACTION TAKEN (BY CONTRACTOR):**DATE REINSPECTION**

COMMENTS (FROM CONTRACTOR)**RECEIPT OF COPY
BY:**

CONTRACT PROGRAM MONITOR:**SIGNATURE****DATE**

EXHIBIT D4

City Vehicles Inventory

City of Montebello

EXHIBIT D4

Vehicle Inventory as of January 2022

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	CHEV	TAHOE	GREEN	1436238	1GNFC13018R213783		008014	283	GAS	Admin

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	FORD	ESCAPE	FORD ESCAPE	1258164	1FMCU02Z218KA28737		008010	010	GAS	BUILDING
2008	FORD	ESCAPE	FORD ESCAPE	1258163	1FMCU02Z228KA95721		008011	011	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258166	1FDWX34568EA05940		008012	012	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258165	1FDSW34578EB84572		008013	013	GAS	BUILDING

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
1992	GMC	S-15	PICKUP	1509402	1GTC14Z7N8512336	55444	092075	075	GAS	GOLF

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
1997	CHEV	EXT	PAL VAN		Duplicate -1GAHG39RXV1093850		197156	156	GAS	P.D.
1997	CHEV	ASTRO	CHEV ASTRO VAN	032638	1GNDM19W1VB121836		197157	157	GAS	P.D.
1997	KAWK	KAWK	MOTORCYCLE	06K42	JKAKZCP21VB515490		197163	163	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162476	2FAHP71WX3X194543		003335	335	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162477	2FAHP71W13X194544		003336	336	GAS	P.D.
2003	FORD	F-250	PICKUP	1128634	1FTNX20LX3EB85379	T2	103197	197	GAS	P.D.
2005	CHEV	TAHOE	CHEV TAHOE	1183211	1GNEC13Z45R207370	S1	105219	219	GAS	P.D.
2008	FORD	TAURUS	BLUE	6B0F074	1FAHP24WX8G102732		108230	230	GAS	P.D.
2008	FORD	TAURUS	GOLD	6BTR221	1FAHP24W88G107329		108233	233	GAS	P.D.
2008	FORD	ESCAPE	FORD ESCAPE	1258602	1FMCU02Z2X8KD84619	P5	108248	248	GAS	P.D.
2011	Hyundai	Sonata	Hyundai Sonata 2.4	UC	5NPEB4AC2BH214932		115207	207	GAS	P.D.
2014	HONDA	ST1300	HONDA ST1300	3004448	JH2SC5154EK200065	M1	116151	151	GAS	P.D.
2015	FORD	EXPEDITION			1FMJU1HT8FEF18975		115200	200	GAS	P.D.
2015	CHEV	PK			1GCGSBE37F1171404		115202	202		P.D.
2015	HONDA	4D		UNP	1HGCR3F87FA018016		115204	204	GAS	P.D.
2015	NISSAN	PATHFINDER			5N1AR2MN6FC608037		115205	205	GAS	P.D.
2015	DODGE	Durango	DODGE DURANGO	UC	1C4RDJAG1FC127926		115206	206	GAS	P.D.
2015	HONDA	ST1300	HONDA ST1300	3004449	JH2SC5153FK300207	M2	116150	150	GAS	P.D.
2015	FORD	EXPLORER		1489761	1FM5K8AR8GGA37032	1	116161	161	GAS	P.D.
2015	FORD	EXPLORER		1489763	1FM5K8ARXGGA37050	14	116163	163	GAS	P.D.
2015	FORD	EXPLORER		1489758	1FM5K8AR7GGA37037	17	116164	164	GAS	P.D.
2015	FORD	EXPLORER		1489759	1FM5K8AR7GGA37040	19	116165	165	GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2015	FORD	EXPLORER		1489760	1FM5K8AR6GGA37045	22	116166	166	GAS	P.D.
2016	Chevy	Malibu	Chevy Malibu	UC	1G1ZE5STXGF239374		116152	152	GAS	P.D.
2016	Chevy	Malibu			1G1ZE5ST0GF240601		116153	153	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe C1500		1GN5CBK5C5GR248065	CAPT	116154	154	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe		1GN5CBK5C8GR281139	CHIEF	115155	155	GAS	P.D.
2016	Nissan	Altima	Nissan Altima	UC	1N4BL3APXGC254410		116157	157	GAS	P.D.
2016	Chevy	Express Van	Youth Services		1GAZGPF6161326855		116167	167	GAS	P.D.
2017	Chevy	TAHOE	Grey - Tahoe		1GN5CBK5C0HR365747		117170	170	GAS	P.D.
2017	Ford		M.M.H.T.	1515051	1FM5K8AR1HGB00781		117171	171	GAS	P.D.
2018	FORD	VAN	Ford Transit Jail Van	1520635	1FTBW9CM8JKB41740	J1	118172	172	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR7JGC43515	5	118173	173	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	118175	1FM5K8AR0JGC43517	10	118175	175	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR2JGC43518	11	118176	176	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	1429239	1FM5K8AR4JGC43519	12	118177	177	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR0JGC43520	20	118178	178	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR2JGC43521	21	118179	179	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520974	1GCGSBEA0J1306617	P-1	118180	180	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520973	1GCGSBEA7J1306694	P-2	118181	181	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520975	1GCGSBEA5J1306287	P-3	118182	182	GAS	P.D.
2018	CHEV	TAHOE	Chev Tahoe	1553212	1GNLCDEC9JR361620	S-2	118183	183	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	AF23E47	1FM5K7D85KGA96237	TR-2	16327		GAS	P.D.
2019	FORD	RESPONDER	Ford Crew cab	AF24S82	1FTEW1P42KKD57853	23	16311		GAS	P.D.
2020	FORD	EXPLORER	Ford Explorer	1601933	1FM5K8AB9LGC63643	9	16344		GAS	P.D.
2020	HONDA	ACCORD	Honda Accord		1HGCV1F14LA118573		16382		Gas	P.D. - Detective
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB3MGA07175	2	16373		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB5MGA07176	3	16374		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB7MGA07177	8	16375		GAS	P.D. - Patrol
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ4MUA01983	C1	16376		GAS	P.D. - Cadet 1
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA05039	C2	16377		GAS	P.D. - Cadet 2
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA04604	C3	16378		GAS	P.D. - Cadet 3
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZXMUA01521	C4	16379		GAS	P.D. - Training
2021	FORD	ESCAPE	Ford Escape Hybrid	UC	1FMCU0BZ5MUA07310		16380		GAS	P.D. - Evidence
2021	HONDA	PILOT	Honda Pilot Silver		5FN9YF6H15MB013769		16381		GAS	P.D. - Detective
2021	CHEVY	TRAVERSE	Chevrolet Traverse	UC	1GNERLKW6MJ127924		16383		GAS	P.D.
2021	CHEV	SILVERADO	Chevrolet Silverado		1GCPWCED9MZ195754		16384		GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

1994	MITSUBISHI	FUSO	BOX TRUCK		JW6AKE1H5RLD03018		194299	299	GAS	P.D.
2003	TOYOTA	CAMRY LE	GREEN	N/A	4T1BF32K33U543181		103291	291	GAS	P.D.
2005	FORD	EXPLORER	WHITE	5MQA639	1FMZU62E35UA32203	P1	105268	268	GAS	P.D.
2008	FORD	ESCAPE	GRAY	1257922	1FWCV02Z78KA03163		108273	273	GAS	P.D.
2008	CHEV	SUBURBAN	BLACK	N/A	1GNFC16088R105057		108285	285	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	JH2SC51789K600203	M1	109294	294	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002036	F		109295	295	GAS	P.D.
2010	FORD	CROWN VIC	CROWN VIC	1337844	2FABP7BV6AX107097	T1	109297	297	GAS	P.D.
2011	TOYOTA	CAMRY LE	Toyota Camry LE		4T4BF3EK8B8R209101		111155	155	GAS	P.D.
2012	TOYOTA	HIGHLANDER	TOYOTA HIGHLANDER	UC	5TD2K3EH4CS073049		112166	166	GAS	P.D. - LEASED VEH
2012	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E02DR209421	S1	113156	155	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2F89DG111981	DET	113150	150	GAS	P.D. - LEASED VEH
2013	FORD	TAURUS	FORD TAURUS	1348891	1FAHP2F85DG120189		113151	151	GAS	P.D. - LEASED VEH
2013	CHEV	CAPRICE	CHEV CAPRICE	1397585	6G1MK5R25DL820443	13	113153	153	GAS	P.D.
2013	CHEV	CAPRICE	CHEV CAPRICE	1397588	6G1MK5R23DL820442	15	113154	154	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAH2F86DG122808		113167	167	GAS	P.D. - LEASED VEH
2013	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E03ER138456	K9-1	114160	160	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS	1348868	1FAHP2F82DG113278		113200/113160	200	GAS	P.D. LEASED VEH
2014	CHEVY	TAHOE	CHEVY TAHOE	1397679	1GNLC2E08ER138419	K9-2	114161	161	GAS	P.D.
2014	FORD	TAURUS	GREY FORD TAURUS		1FAHP2F88EG124044		114162	162	GAS	P.D.
2014	FORD	EXPLORER	GREY FORD EXPLORER		1FMSK7F88EGA64934		114163	163	GAS	P.D.
2014	FORD	TAURUS	DARK BLUE FORD TAURUS		1FAHP2F84EG124042		114164	164	GAS	P.D.
2014	FORD	TAURUS	SILVER FORD TAURUS		1FAHP2F84EG124043		114165	165	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397734	6G3NS5R28EL931162	16	114167	167	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397736	6G3NS5R21EL929690	06	114169	169	GAS	P.D.
2014	Chevy	SILVERADO	Chev Silverado		3GCPCREC6EG296917		114170	170	GAS	P.D.
2014	FORD	TAURUS	FORD TAURUS	1389267	1FAHP2F86EG124043		114201	201	GAS	P.D. LEASED VEH

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	RANGER	MINI TRUCK	1258274	1FTYR14D38PA43858		008029	029	GAS	PLAN CODE ENF
2008	FORD	ECONOLINE	FORD VAN	1258261	1FMSS31LX8DA45962	1	008041	041	GAS	PARKS
2008	FORD	ECONOLINE	FORD VAN	1258262	1FMSS31L88DA45961	2	008042	042	GAS	PARKS
2003	FORD	EXPEDITION	FORD EXPEDITION	1170535	1SMPU16L63LC18579		003067	067	GAS	PARK RANGER
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393225	4T1BD1FK2DU090791	S-5	313431	431	GAS	Parks
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393222	4T1BD1FK1DU087946	S-4	313430	430	GAS	Planning & Comm. Dev.

City of Montebello
Vehicle Inventory as of January 2022

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2018	FORD	F250	CNG - PICKUP	AE82R21	1FTBF2A68JED06506		16321		CNG	PARKS
2018	FORD	F250	CNG - PICKUP	AE82R12	1FTBF2A68JED06505		16322		CNG	PARKS
2019	FORD	F350	DUMP TRUCK	1557985	1FDRF3G6XKEE37279		16268		GAS	PARKS
2019	FORD	F350	REGULAR PICKUP	1466473	1FTBF3A60KEE25347		16279		GAS	Tree Dept.
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		16287		GAS	Tree Dept.
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25B70	IFMCUOEZXMUA59317		16389		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25K87	IFMCUOEZXMUA60029		16390		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR51X60	IFMCUOEZ7MUA59310		16391		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR56X70	IFMCUOEZ8MUA59039		16392		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR19U91	IFMCUOEZ1MUA59402		16399		GAS	Planning/Code Enforcement

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1993	INTL	SEWER JET	CHIPPER TRUCK	1509401	1HTSDPPN7PH470550		093085	064	GAS	STREETS
1996	CHEV	1 TON	VAN	1140076	1GCHG35K3TF100394		096123	123	GAS	STREETS
1996	CHEV		VAN	377409	2GCEC19K2P1150892		096090		GAS	STREETS
2001	INTL	SEWER JET	SEWER JET TRUCK	1032510	1HTGBAAR11H366809		001124	124	DIESEL	STREETS
2001	CHEV	1 TON	UTILITY	1086288	1GBJC39121F211017	22080	001125	125	DIESEL	STREETS
2008	FORD	RANGER	MINI TRUCK	1258273	1FTYR14D18PA43857		008028	028	GAS	STREETS
1993	GMC	1 TON	VAN	349400	1GTGC33F4PJ726925		093089		DIESEL	STREETS
1994	CHEVY	SILVERADO	PICKUP	349405	2GCEC19K1R1307816		708631	076	GAS	STREETS
2001	CHEV	S-10	PICKUP	1086150	1GCCS14W118217233		001133	133	GAS	STREETS
2004	FORD	RANGER		1184493	1FTYR14U94PA90130		061214		GAS	STREETS
2008	CHEVY	C3500	DUMP TRUCK	1258275	1FTYR14D58PA43859		008027	027	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334045	1GBJC74K79E152474		009126	126	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334046	1GBJC74K49E153016		009127	127	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065		GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334014	1GBJC74K49E152842		009064		GAS	STREETS
2009	CHEVY	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065	065	GAS	STREETS
2019	FORD	F250	CNG - PICKUP	1567966	1FTBF2A68JED06503		016324		CNG	STREETS
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		016287		GAS	STREETS
2019	FORD	F350	DUMP TRUCK	1466473	1FTBF3A60KEE25347		016279		GAS	STREETS
2019	FORD	F350	Arrow Board Pickup	1026718	1FTBF3A62KEE25348		16270	270	GAS	STREETS
2019	FORD	F350		1545903	1FDBF3A67KEE25549		16282		GAS	STREETS
2019	FORD	F350		1568865	1FDRF3G6XKEE37278		016269		GAS	STREETS
2019	FORD	F350		1568875	1FDRF3G6XKEE37279		016268		GAS	STREETS

City of Montebello
Vehicle Inventory as of January 2022

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2019	FORD	F350		1545904	1FDBF3A63KEE25550		16284		GAS	STREETS
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YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2005	FORD	500	FORD 500	1208602	1FAFP24195G130237	A-1	005448	448	GAS	Finance
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK6DU085402	S-2	313428	428	GAS	Public Works

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1994	CHEV	CREWCAB	Service Truck	377436	1GBJC34N6RE261141	M3	094409	409	GAS	TRANSIT
1998	CHEV	C3500	CHEV C3500	052677	1GBJC34F7WF037388	M4	098412	412	DIESEL	TRANSIT
2004	CHEVY	BLAZER	BLACK	New1400550	1GNCS18X04K112250		004030	030	GAS	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415373	19XFB5F51CE000508	R-1	012365	365	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415372	19XFB5F51CE001075	R-2	012366	366	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415370	19XFB5F5XCE001026	R-3	012367	367	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415371	19XFB5F52CE001019	R-4	012368	368	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415369	19XFB5F57CE001551	R-5	012369	369	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415374	19XFB5F56CE001525	R-6	012370	370	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415375	19XFB5F53CE001546	R-7	012371	371	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397607	19XFB5F56CE001492	R-8	013372	372	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397606	19XFB5F56CE001539	R-9	013373	373	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC SILVER	1397605	19XFB5F56CE001669	M-2	013374	374	CNG	TRANSIT
2012	ISUZU	TRUCK	ISUZU TRUCK	1415277	54DC4W1C2CS800266	M-1	012375	375	CNG	TRANSIT
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK9DU087578	A-2	313429	429	GAS	TRANSIT
2013	TOYOTA	CAMRY XLE	TOYOTA CAMARY	1393187	4T1BD1FK7DU081603	A-1	313432	432	GAS	TRANSIT
2016	MBLT	VN	MV1	1515194	57WMD2B63EM102200	S-1	314441	441	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53234	1528663	57WMD2B60EM102204	S-2	117442	442	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53235	1528664	57WMD2B62EM102205	S-3	117443	443	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53236	1528665	57WMD2B64EM102206	S-4	117444	444	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53237	1528666	57WMD2B66EM102207	S-5	117445	445	CNG	TRANSIT
2017	CHEVY	TAHOE	Transit PD		1GN5CAK3HR279892	TR	117168	168	GAS	TRANSIT
2017	FORD	EXPLORER	Transit PD		1FM5K8AR4HGC57205	TR1	117169	169	GAS	TRANSIT
2019	STRC		CUTAWAY	1578509	1FDEE4F67KDC36694		16303	303	GAS	TRANSIT

TOTAL VEHICLES: **156**

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

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

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

Part II

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

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

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT 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 due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 (Title)

 (The "Beneficiary") and hereby
 (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT 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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Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

BUSINESS PROPOSAL

To: City of Montebello

From: Ford of Montebello

There are plenty of places where you can get your vehicles serviced, but only one place that's skillfully staffed and readily equipped to service them right.

Here at Ford of Montebello, we've been servicing the community and beyond since 1999—celebrating our 23rd anniversary this year-- with a staff whose experience in the industry exceeds more than two decades, and includes:

16 service technicians, all fully certified in their respective repair departments

2 mobile, hazmat-certified technicians

5 seasoned service advisors

1 service fleet manager

1 service fleet coordinator

1 service director

2 parts front counter men

1 parts wholesale counter man

2 parts back counter men

4 parts drivers

1 parts director

With 109 service vehicle parking spots, 34 service stalls, 29 service lifts, 2 alignment machines, 2 tire mounting/dismounting machines, and 2 tire balancers (all Hunter and all state-of-the-art), our facility is designed to host all fleet vehicles.

As the Service Director of Ford of Montebello, you can rely on me, Steven Chen, and the gears of my operation to have every single one of

your vehicles well-maintained and road ready. I have been in the automotive business since 2002, starting as a technician; graduating to other roles such as master technician, service advisor, service manager, and to the fixed operations director of an entire automotive group.

Yes, I know cars, but more importantly, I understand people and what they need from the cars they're driving, and at what cost that should all be deemed fair. Throw a wrench at me and you're not going to stop me. You're going to put me to work, and I look forward to being given the opportunity of putting your entire city at ease in the care of my honest, knowledgeable, and efficient automotive craftsmanship.

We at Ford of Montebello are at your service.

Steven Chen
Service Director
Ford of Montebello

A handwritten signature in black ink, appearing to be 'Steven Chen', written over a horizontal line.

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

STEVEN CHEN / SERVICE DIRECTOR.
Name and Title

Dated: 4/18/22

ATTEST:

Christopher Jimenez
City Clerk

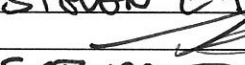
APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	SL
2	Letter of Transmittal	Page # 52	SL
3	Licensing, Permits, Certificates, and Taxes	Page # 12	SL
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	SL
5	References	Exhibit B	SL
6	Insurance	Exhibit C	SL
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	SL
8	Statement of DBE Participants	Exhibit E	SL
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	SL
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	SL
11	Performance Guarantee Certification	Exhibit H	SL
12	Performance Bond	Exhibit I	SL
13	Irrevocable Stand-By Letter of Credit Certificate	Exhibit J	SL
14	Bank Draft	Exhibit K	SL
OPTIONAL ITEMS			
15	Requests for exceptions or deviations	Page # 8	SL

Company Name:	ford of montebello
Name of Proposer initialing document (print):	STEVEN CHEN
The email address of Company Contact:	STEVEN C fordmontebello.net
Signature:	
Title:	SERVICE DIRECTOR
Date:	4/20/22

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 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 the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-4.

All requests for exceptions or deviations as a result of RFP No. 22-4 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FORD OF MONTEBELLO, INC. DBA	
	2 Business name/disregarded entity name, if different from above FORD OF MONTEBELLO	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2747 VIA CAMPO	Requester's name and address (optional)
	6 City, state, and ZIP code MONTEBELLO, CALIFORNIA 90640	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	1	-	1	9	5	2	9	6	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/05/2022
-----------	--	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF MONTEBELLO

BUSINESS LICENSE

"For Services Provided in the City of Montebello, California Only"

Business Name FORD OF MONTEBELLO

Business Location 2747 VIA CAMPO
MONTEBELLO, CA 90640

Business Owner(s) JAMES ROSS

FORD OF MONTEBELLO
2747 VIA CAMPO
MONTEBELLO, CA 90640

The person, firm or corporation above named is hereby granted license to engage in, carry on, in the CITY OF MONTEBELLO, CALIFORNIA, the business trading calling, profession, exhibition or occupation described above, for the period indicated. This license is permission only, not an endorsement of license.



License
Description

2021 - 2022
TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

AUTOMOBILE / SERVICE

License Number 10702818

Effective Date April 02, 2021

Expiration Date April 01, 2022

For all inquiries regarding this license, contact HdL
Business Tax Support Center at (323) 248-8614.

FORD OF MONTEBELLO :

Thank you for your payment on your City of Montebello Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: montebello@hdlgov.com or by telephone at: (323) 248-8614.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Montebello Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Montebello please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

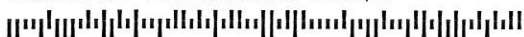


BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Montebello
BUSINESS LICENSE

HD10506D ALL FOR AADC 917
7000001399 00.0005.0022 1399/1



CHERIE HARRIS
FORD OF MONTEBELLO
2747 VIA CAMPO
MONTEBELLO CA 90640-1701

License Number: 10702818

Date of Issue: 04/02/2021

CITY OF MONTEBELLO

BUSINESS LICENSE

"For Services Provided in the City of Montebello, California Only"

Business Name FORD OF MONTEBELLO
Business Location 652 S MAPLE AVE
MONTEBELLO, CA 90640
Business Owner(s) JIM ROSS

FORD OF MONTEBELLO
2747 VIA CAMPO
MONTEBELLO, CA 90640

The person, firm or corporation above named is hereby granted license to engage in, carry on, in the CITY OF MONTEBELLO, CALIFORNIA, the business trading calling, profession, exhibition or occupation described above, for the period indicated. This license is permission only, not an endorsement of license.



2021 - 2022

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

License Description AUTOMOBILE FRANCHISE *
OUTDOOR STORAGE

License Number 10705019
Effective Date April 02, 2021
Expiration Date April 01, 2022

For all inquiries regarding this license, contact HdL
Business Tax Support Center at (323) 248-8614.

FORD OF MONTEBELLO :

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BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Montebello
BUSINESS LICENSE

HD10506D ALL FOR AADC 917
7000001400 00.0005.0023 1400/1



CHERIE HARRIS
FORD OF MONTEBELLO
2747 VIA CAMPO
MONTEBELLO CA 90640-1701

License Number: 10705019

Date of Issue: 04/02/2021

VEHICLE DEALER

Date Issued: APR 1, 2021

Expiration Date: MAR 31, 2023

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED FORD OF MONTEBELLO
TO 2747 VIA CAMPO
VALID MONTEBELLO CA 90640
ONLY AT

ATV USED SM USED
RTR USED A/C NEW
MH USED MC USED
BROKER
TRL USED

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. 1486836

SIGNATURE OF LICENSEE

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

3/18/1999 SR AA 97509551

FORD OF MONTEBELLO
FORD OF MONTEBELLO, INC.
2747 VIA CAMPO
MONTEBELLO, CA 90640



THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

Not valid at any other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

EXHIBIT D1

COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild					
2	Engine Rebuild					
3	Porter to pick-up and return car to and from Departments:					
4	Car wash and prep, prior to returning vehicle to the Transportation Department:					
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)					
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)					
7	Annual Boom Truck OSHA inspection					
8	By-Annual complete vehicle detail which includes engine and exterior waxing:					
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

Hourly Rate

* Contractors, fully encumbered, hourly rate of pay for all additional work

\$

Business Name: <u>David of Montebello</u>	DATE OF SUBMITTAL: <u>4/18/22</u>
Address: <u>2747 Via Campo</u>	
City: <u>Montebello</u>	STATE: <u>CA</u> ZIP: <u>90640</u>
Phone Number: <u>323-838-6920</u>	FAX: <u>323-838-6913</u>
Rep. Name & Title: <u>STEVEN CHEN / SERVICE DIRECTOR</u>	SIGNATURE: 
NAME	SIGNATURE

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

PASSENGER VEHICLES					
Repairs:	DESCRIPTION	PARTS COST	COST PER HOUR	ESTIMATED TOTAL	WARRANTY PERIOD
Transmission rebuild	Transmission rebuild 'repairs assy'	\$2,500.00	\$171.33	\$5,498.27	2yr/Unlimited miles
Transmission replacement	Transmission replacement assy'	\$3,338.77	\$171.33	\$4,579.54	3yr/Unlimited miles
Engine rebuild		\$2750.52+173.55	\$171.33	\$5,973.74	3yr/Unlimited miles
Engine replacement		\$3,500.95	\$171.33	\$6,207.96	3yr/Unlimited miles
Pick up / delivery	We will pick up / deliver vehicles	0	0	0	0
Car wash	Complimentary	0	0	0	0
Annual Smog	Performing smog certification			\$129.00	
Services:					
General Maintenance	Full Synthetic engine oil change (6 qrts)			\$89.95	
	Additional quart full synthetic	\$10.95			
	Per wiper blade installation	\$18	\$34.00	\$52.00	
	Aftermarket battery replacement	AGM 450.00 BXT 245.00	\$51.39	AGM 501.00 BXT \$296.39	1 YR / 12K MILES
	OEM PARTS PRICING	LIST -20%			
	DISCOUNT FROM THE RETAIL PRICE PART	LIST -20%			
	LABOR RATE		\$171.33	\$171.33	
TIRE & WHEEL	Semi-metallic brake pads per axle installed	\$89.95	\$342.66	\$432.61	
	Per axle rotors	\$236.34	\$256.99	\$493.33	
	Wheel mount & balance per tire	0	\$20.00	\$20.00	
	Tire repair		\$35.00	\$35.00	
Windshield & glass	Windshield replacement			Estimate \$500.00	
	Windshield replacement w/ ADAS			Estimate \$995.00	
	Windshield replacement: Ultra W/ADAS			Estimate \$1250	
	Windshield labor rate		\$171.33		
	Windshield chip repair			\$100.00	
	Windshield calibration: Static			\$200.00	
	Windshield calibration: Dynamic			\$280.00	
	Windshield calibration: Dual			\$350.00	
Reconditioning	Exterior wash+ interior clean interior detail plus			\$240.00	
	Decontamination-Chlorine based solution, biohazard, odor removal			\$70.00	

PASSENGER VEHICLES LISTED:

FORD ESCAPE / HYBRID

FORD CROWN VIC

FORD TAURUS

FORD FUSION

LIGHT TRUCK VEHICLE						
Repairs:	DESCRIPTION	PARTS COST	COST PER HOUR	ESTIMATED TOTAL	WARRANTY PERIOD	
Transmission rebuild	Transmission rebuild 'repairs assy'	\$3,550.95	\$171.33	\$6,412.16	2Yr/Unlimited miles	
Transmission replacement	Transmission replacement assy'	\$4,783.36	\$171.33	\$6,171.33	3Yr/Unlimited miles	
Engine rebuild		\$2396.99+\$471.67	\$171.33	\$8,385.48	3Yr/Unlimited miles	
Engine replacement		\$3,896.99	\$171.33	\$7,357.85	3Yr/Unlimited miles	
Pick up / delivery	We will pick up / deliver vehicles	0	0	0	0	
Car wash	Complimentary	0	0	0	0	
Annual Smog	Performing smog certification			\$129.00		
Services:						
General Maintenance	Full Synthetic engine oil change (6 qts)					
	Additional quart full synthetic	\$10.95		\$100.95		
	Per wiper blade installation	\$18	\$34.00	\$52.00		
	Aftermarket battery replacement	AGM 450.00 BXT 245.00	\$51.39	AGM 501.00 BXT \$296.39	1 YR / 12K MILES	
	OEM PARTS PRICING	LIST -20%				
	DISCOUNT FROM THE RETAIL PRICE PART	LIST -20%				
	LABOR RATE					
TIRE & WHEEL	Semi-metallic brake pads per axle installed	\$89.95	\$171.33	\$171.33		
	Per axle rotors	\$298.00	\$342.66	\$432.61		
	Wheel mount & balance per tire	\$256.99	Tr			
	Tire repair	0	\$20.00	\$20.00		
			\$35.00	\$35.00		
Windshield & glass	Windshield replacement			Estimate \$500.00		
	Windshield replacement w/ ADAS			Estimate \$995.00		
	Windshield replacement: Ultra W/ADAS			Estimate \$1250		
	Windshield labor rate		\$171.33			
	Windshield chip repair			\$100.00		
	Windshield calibration: Static			\$200.00		
	Windshield calibration: Dynamic			\$280.00		
	Exterior wash+ Interior clean interior detail plus			\$350.00		
Reconditioning				\$340.00		
	Decontamination-Chlorine based solution,biohazard,odor removal			\$85.00		

LIGHT TRUCK VEHICLES LISTED:

EXPEDITION

EXPLORER

RANGER

F-150

DIESEL TRUCK VEHICLES						
Repairs:	DESCRIPTION	PARTS COST	COST PER HOUR	ESTIMATED TOTAL	WARRANTY PERIOD	
Transmission rebuild	Transmission rebuild repairs assy'	\$6,221.64	\$256.00	\$10,906.44	2yr/Unlimited miles	
Transmission replacement	Transmission replacement assy'	\$6953.81+267.73	\$256.00	\$9,269.54	3yr/Unlimited miles	
Engine rebuild		\$8,218.35	\$256.00	\$18,586.35	3yr/Unlimited miles	
Engine replacement		\$8742.35+576.00	\$256.00	\$15,974.35	3yr/Unlimited miles	
Pick up / delivery	We will pick up / deliver vehicles	0	0	0	0	
Car wash	Complimentary	0	0	0	0	
Annual Smog	Performing smog certification			\$129.00		
Services:						
General Maintenance	Full Synthetic engine oil change (6 qts)					
	Additional quart full synthetic	\$18.95		\$289.95		
	Per wiper blade installation	\$18	\$34.00	\$52.00		
	Aftermarket battery replacement	AGM 450.00 BXT 245.00	\$51.39	AGM 501.00 BXT \$296.39	1 YR / 12K MILES	
	OEM PARTS PRICING	LIST -20%				
	DISCOUNT FROM THE RETAIL PRICE PART	LIST -20%				
	LABOR RATE		\$256.00	\$256.00		
TIRE & WHEEL	Semi-metallic brake pads per axle installed	\$89.95	\$342.66	\$432.61		
	Per axle rotors	\$298.00	\$256.99	Tr		
	Wheel mount & balance per tire	0	\$20.00	\$20.00		
	Tire repair		\$35.00	\$35.00		
Windshield & glass	Windshield replacement			Estimate \$500.00		
	Windshield replacement w/ ADAS			Estimate \$995.00		
	Windshield replacement: Ultra w/ADAS			Estimate \$1250		
	Windshield labor rate		\$256.00			
	Windshield chip repair			\$100.00		
	Windshield calibration: Static			\$200.00		
	Windshield calibration:Dynamic			\$280.00		
	Windshield calibration: Dual			\$350.00		
Reconditioning	Exterior wash+ interior clean interior detail plus			\$340.00		
	Decontamination-Chlorine based solution,biohazard,odor removal			\$85.00		

DIESEL VEHICLES LISTED:

F-350/Dump truck/Arrow Board Pick up

F-250

M.M.T.T

Transit Van

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.
- (b) Contract Termination: The City may terminate any resulting Agreement for convenience at any time by giving the Contractor written notice thereof. Upon termination, the City shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the City 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, the City 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 Agreement, and does not within ten (10) days, thereafter, cure such breach of violation, the city may immediately terminate the Agreement for default. The Contractor shall be liable for any and all costs incurred by the City as a result of such default.

BOND REQUIREMENTS

Bid Guarantee

During the proposal submission, 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 total bid price.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 10% of the Contract value is required by the City to ensure faithful performance of the Contract. 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 Contract 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 10 percent or more 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 City will only accept the Irrevocable Stand-By Letter of Credit 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 10% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

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

Payment Bonds

A Labor and Materials Payment Bond the amount of 10% of the Contract value must be furnished by the Contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name: Ford of Montebello
 Business Address: 2747 Via Campo, Montebello Ca - 90640
 Contact Person: Maria Marquez
 Phone: (323) 838-6920 Ext 120
 Email Address: maria@fordofmontebello.net

Signature of Authorized Official:

STEVEN CHEN

Typed or Printed Name:

SENIOR DIRECTOR

Title

4/18/22

Date

Signature of Authorized Official:

Maria Marquez

Typed or Printed Name:

Business Manager

Title

4/20/2022

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

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 doing 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 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$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 coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".



Policy Number:

Date Entered: 4/18/2022

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
4/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aaron D Howe Insurance Services 1807 Santa Rita Rd D220 Pleasanton, CA 94566	CONTACT NAME: Aaron Howe	
	PHONE (A/C, No, Ext): (310) 713-7397	FAX (A/C, No): (310) 374-0858
	E-MAIL ADDRESS: aaron@adhoweinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Starstone Specialty Ins Co	
INSURED Ford of Montebello Inc 2747 Via Campo Montebello, CA 90640	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		T10211107	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y ☐ N/A					E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Montebello 1600 West Beverly Blvd Montebello CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aaron Howe

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CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
04/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191 EMAIL ADDRESS: businessproducts_direct@sentry.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentry Select Insurance Company		21180
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **PROD / CUSTOMER ID:**

CERTIFICATE #: 2523777

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ GARAGE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS	X		2473191004	10/01/2021	10/01/2022	AUTO ONLY (Ea accident)	\$ 500,000
							OTHER THAN AUTO ONLY	EA ACCIDENT \$ 500,000 AGGREGATE \$ 2,500,000
A	☐ GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS	X		2473191004	10/01/2021	10/01/2022	☒ COMP / OTC ☐ SPECIFIED PERILS ☒ COLLISION	LOC 1 \$ 800,000 LOC \$ LOC 1 \$ 800,000 LOC \$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			2473191005	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ 30,000,000	
							PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☐ N (Mandatory in NH) If yes, describe under REMARKS below	N / A						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Heyland

ACORD 30 (2016/03)

Page 1 of 2

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2473191
Sentry Select Insurance Company
1 00001 000000000 22109 0 N

The ACORD name and logo are registered marks of ACORD

04/19/2022

f2d44dc9-6173-4c91-87ed-f53c7fb034d2

0027020044364980950390640397000



AGENCY CUSTOMER ID: XXXXXX2967

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Mark Bruorton		NAMED INSURED Ford of Montebello Inc	
POLICY NUMBER 2473191004			
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 10/01/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 30 FORM TITLE: Certificate Of Garage Insurance**Garagekeepers Liability**

Location #	State	Basis	Collision Limit	Comp/OTC/Specified Perils Limit
2	CA	Natural Disasters Legal Liability	\$ 40,000	\$ 40,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

Schedule

Person(s) or Organization(s) including mailing address:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

All other terms and conditions of this policy remain unchanged.

Change effective 04/19/2022

IL 70 58 02 14

2473191

Sentry Select Insurance Company

Page 1 of 1

04/19/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:
City of Montebello

Start Date of Show:

End Date of Show:

Event Name:

Event Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - General Liability Coverages, Paragraph D. Who Is An Insured is amended by the addition of the following:

The following are "insureds" for "auto dealer operations";

The person or organization listed in the Schedule above, but only with respect to liability arising out of your "auto dealer operations" or premises owned by or rented to you.

All other terms and provisions of the policy remain unchanged.

Change effective 04/19/2022

CA 88 04 10 13

2473191

Sentry Select Insurance Company

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with its permission.

Page 1 of 1

04/19/2022

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Citywide Fleet Vehicle Maintenance & Repair ServicesIndemnitor(s): Ford of Montebello

(List all names)

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

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

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

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

"Indemnitor"

Name: <u>Maria Marquez</u>	Name: <u>STEVEN CHEN</u>
(Print)	(Print)
By: <u>[Signature]</u>	By: <u>[Signature]</u>
(Signature)	(Signature)
Title: <u>Business Manager</u>	Title: <u>SERVICE DIRECTOR</u>
Date: <u>4/18/2022</u>	Date: <u>4/18/22</u>

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	Federal Reserve Bank		
	Person of Contact:	Patricia Gonzalez		
	Phone Number:	(415) 974-2998		
	E-mail Address:	patricia.gonzalez@sf.frb.org		
	Address:	101 Market Street		
	City, State, Zip Code:	San Francisco Ca 94105		
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$	10,000.00
		Award Date:	04/10/2015	
		Term of Contract:		
		Description of Work:	maintenance & Repair	

2	Project City/Agency/Other:	County of Los Angeles Fire Department		
	Person of Contact:	Aracely Hernandez		
	Phone Number:	(323) 838-2275		
	E-mail Address:			
	Address:	5801 S. Eastern Avenue Suite 100		
	City, State, Zip Code:	Commerce Ca 90040		
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$	AS Needed
		Award Date:	2006	
		Term of Contract:		
		Description of Work:	maintenance & Repair	

3	Project City/Agency/Other:	Automotive Rentals, Inc.		
	Person of Contact:	Alvaro Romero		
	Phone Number:	(800) 227-2273		
	E-mail Address:			
	Address:	P.O. BOX 789,		
	City, State, Zip Code:	MT Laurel New Jersey 08054-078		
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$	AS Needed
		Award Date:	2007	
		Term of Contract:		
		Description of Work:	maintenance & Repair	

EXHIBIT F

Bidder's List of sub-Contractors (DBE and Non-DBE)

Part I

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name REYNOLDS & Reynolds CO.	Phone (800) 227-5020	☐ < \$1 million under 1 million ☐ < \$5 million under 1 Million ☐ < \$10 million	DMS Systems / FORMS	☐ YES ☐ NO
Address P.O. BOX 182206	Fax	☐ < \$15 million		If YES list DBE #:
City State ZIP Columbus OH 43218		☐ > \$15 million		Age of Firm (Yrs.)
Name Airdraulics INC.	Phone (818) 982-1400	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million	Service Quarterly Compressors Service-repaired Lifts	☐ YES ☐ NO
Address 13261 Saticoy St. N. Hollywood CA 91605	Fax (818)	☐ < \$15 million		If YES list DBE #:
City State ZIP N. Hollywood CA 91605	982-9322	☐ > \$15 million		Age of Firm (Yrs.)
Name Prudential Overall Supply	Phone (323) 724-4888	☐ < \$1 million under 1 Million ☐ < \$5 million	Detail Supplies / uniform Rentals / Mats Rental	☐ YES ☐ NO
Address P.O. BOX 11210 Santa Ana CA	Fax (323)	☐ < \$10 million		If YES list DBE #:
City State ZIP Santa Ana CA 92711	726-7251	☐ < \$15 million ☐ > \$15 million		Age of Firm (Yrs.)

Part II

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Dobbies Registrations	Phone (818) 203-1124	☐ < \$1 million <i>under 1 million</i>	DM.V Processor	☐ YES
		☐ < \$5 million		☐ NO
Address 815 S. 1st Ave Suite B		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP Arcadia CA 91006		☐ > \$15 million		Age of Firm (Yrs.)
Name Sectran Security Inc.	Phone (562) 948-1446	☐ < \$1 million <i>under 1 million</i>	Armored Guard Security Services	☐ YES
		☐ < \$5 million		☐ NO
Address PO Box 227267		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP Los Angeles CA 90022		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The FORD OF MONTEBELLO 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 FORD OF MONTEBELLO 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 I**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that Ford of Montebello
2747 Via Campo Montebello CA 90640
 (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 April 20, 2022, entered into a contract with the City for Contract No. 22-4, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

ATTACHMENT C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3989 WITH MONTEBELLO AUTO GROUP, LLC. DBA CHEVROLET OF MONTEBELLO

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 8, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MONTEBELLO AUTO GROUP, LLC. dba CHEVROLET OF MONTEBELLO (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, the 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 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; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated January 27, 2022 ("RFP No. 22-4"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND 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. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated April 18, 2022, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules,

PROFESSIONAL SERVICES AGREEMENT NO. 3989

Page 2 of 12

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. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated April 18, 2022 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR 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. CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred Thousand Dollars (\$100,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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 **June 8, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3989

Page 3 of 12

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR 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 CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR'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.

PROFESSIONAL SERVICES AGREEMENT NO. 3989

Page 4 of 12

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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the 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 the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The 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 the CITY shall be employed by the CONTRACTOR 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 CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials,

PROFESSIONAL SERVICES AGREEMENT NO. 3989

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officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR 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 CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR 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 CONTRACTOR. If this Agreement remains in place, the CONTRACTOR 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 CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY,

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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 CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

b. If the CONTRACTOR maintains higher limits than the minimums shown

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above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, 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 CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

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@cityofmontebell.com

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 CONTRACTOR 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 CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The 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.

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

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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 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.

k. The insurance provided by the CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

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

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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 the 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

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negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which

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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: Lupita Ibarra, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
libarra@cityofmontebello.com

If to Contractor: Montebello Auto Group, LLC. dba Chevrolet of Montebello
Attn: Jay Blitzler, Service Director
310 West Whittier Blvd
Montebello, CA 90640
(323) 728-9181
jblitzler@chevroletofmontebello.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 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. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the 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.

The CONTRACTOR 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 CONTRACTOR. The CONTRACTOR'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 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.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**MONTEBELLO AUTO GROUP, LLC.
DBA CHEVROLET OF MONTEBELLO**

René Bobadilla, City Manager

Jay Blitzler, Service Director

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

January 27th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

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Exhibit D 1 – Price Sheet for Services

D 2 – Turnaround Time Schedule

D 3 – Facility Inspection Report

D 4 – City-Wide Fleet Composition

Exhibit E -- Statement of DBE Participants

Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension, and Other Responsibilities 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

The City of Montebello (“City”) is soliciting proposals (“Proposals”) from highly qualified Contractors (“Contractors”) to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis. It is essential that the City properly maintain its citywide fleet to ensure reliable and efficient public services are provided to the residents of the City of Montebello and neighboring communities. The services included in Request for Proposal (“RFP”), No. 22-4 (“RFP No. 22-4”), will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

As Los Angeles County continues to recover from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to select a local vendor who possesses the relevant knowledge and experience necessary for the citywide fleet vehicle maintenance and repair services.

DATE: January 27th, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL NO. 22-4
TITLE: CITY OF MONTEBELLO

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

The City is soliciting Proposals from highly qualified Contractors to provide vehicle maintenance and repair services for all city-owned and operated vehicles. The services included in RFP No. 22-4 will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

A Pre-Proposal Meeting will be held on **Tuesday, February 15, 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 receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective Proposers and posted on the City's website. Responses to questions or comments regarding RFP No. 22-4 provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, March 24, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 22-4. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to

participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 22-4, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

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

Name: Adrianna Kendricks
 Title: Acting 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	January 27 th , 2022
Pre-Proposal Meeting	Tuesday	February 15 th , 2022
Deadline to Submit Questions	Thursday	February 24 th , 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	March 8 th , 2022
Deadline to Submit Proposals	Thursday	March 24 th , 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of April 11 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 52	
3	Licensing, Permits, Certificates, and Taxes	Page # 12	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Stand-By 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):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 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 the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-4.

All requests for exceptions or deviations as a result of RFP No. 22-4 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 22-4, (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 RFP No. 22-4, 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 documents in RFP No. 22-4. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the agreement ("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 RFP No. 22-4 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 RFP No. 22-4, the Proposer shall notify the City's Point of Contact 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 previously mentioned addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **3:00 PM, Thursday, February 24, 2022**. No questions will be answered individually by the City.

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

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

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

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

DEFINITIONS

Proposer/Vendor/Contractor	Any manufacturer, firm, company, or agency providing services, equipment, software, or supplies for this RFP.
User Department	The various City departments utilizing the services, provided under this contract from Contractor.
Customer Vehicle Coordinator	Individual(s) assigned by a City Department to be responsible for initiating, reviewing, and approving vehicle equipment repairs, disposals, specifications, and maintenance on behalf of that user department.
City	The City of Montebello, a municipal corporation.
Contract	The final, written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which will be included with the Contract Documents.
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
RFP	Request for Proposal
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services."
City Recognized Holidays	The Holiday schedule changes each year, and therefore contractor shall obtain an annual update of recognized holidays.
Downtime/Vehicle Turnaround Time Standards	Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance work.
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Proposer to generate the results specified, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
Automotive Fleet Management Information System (AFMIS)	The Independent Service Contractor (ISC) shall have a fleet management information system that shall be used to track City vehicles, assigned to this contract, and shall include the ability to track and report the following: Preventative Maintenance, Schedule Maintenance, Parts usage, by vehicle, Parts Expenditures by Vehicle, Individual Vehicle Summary Reports, to include all these items, in addition to current mileage and department vehicle is assigned to.
Assets	This term refers to vehicles, light duty trucks, heavy duty trucks and vans
Vehicle Classification	City's vehicle classification approach (used in AFMIS to classify assets) uses the Standard Vehicle and Equipment City assigned vehicle number and manufacture type, year, and fuel type.

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to RFP No. 22-4, they shall do so on a prime-sub-Contractor-basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

CONTRACTOR RESPONSIBILITIES - GENERAL

The Contractor shall furnish all supervision and labor needed to manage and maintain the fleet in a state of repair consistent with the performance standards and service specifications identified in this Statement of Work (SOW). The Contractor shall purchase, supply, and manage inventory of materials and parts pursuant to the provision of such services. The Contractor shall be responsible for providing any tools and equipment needed to provide services. The Contractor shall be responsible for managing City vehicles, in this SOW. The Contractor will be required to provide maintenance and repair services to vehicles as needed within the City.

SUPPLIES, MATERIALS, EQUIPMENT AND/OR SERVICES

It is hereby agreed that the Contractor shall provide the supplies, materials, equipment, and/or equipment in conformation with these General Specifications, any and all Special and/or Technical Specifications detailed in the Scope of Work Section contained in this proposal package.

WARRANTIES AND GUARANTEES

The Contractor will deliver to the City, along with the supplies, materials, equipment, and/or services, all supplier's and manufacturer's warranties and guarantees covering the "requirements" provided under the contract.

The Contractor shall make the following warranties concerning the "requirements":

- They shall conform to the specifications.
- They shall be of good material and workmanship and be free from defects and be functionally acceptable.
- They shall be suitable for their intended use(s).

They shall not infringe upon any United States or foreign patent. In providing them, the Contractor shall have complied with applicable Federal, State, and local laws and regulations.

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City. In addition, none of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of the City.

The Contractor, at its own expense, shall secure all permits and licenses necessary to the performance of the contract. Failure to do so constitutes grounds for termination of the contract.

The Contractor shall, at its own expense, obtain and pay premiums for any required insurance(s) for the operation of its services. Proof of insurance coverage must be made available to the City.

SERVICE AGREEMENT GUARANTEE

- Furnish services described in the solicitation and resultant agreement at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
- Enter upon the performance of services with all due diligence, and assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents.
- All services to be inspected or reviewed by a representative of the City or designated agent at any reasonable time and place selected by the City. The City will be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the agreement.
- Stipulate that the presence of a representative of the City as a Quality Assurance Inspector will not lessen the obligation of the Contractor for performance in accordance with the agreement requirements, or be deemed a defense of the part of the Contractor for infraction thereof. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the agreement documents. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material. Notification of an omission of failure will be documented by the City.

INTENT/OBJECTIVE AND GOALS

The City intends to establish cost and performance standards for fleet maintenance with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. The City has determined a fee of one hundred dollars (\$100.00) per day, per incident, will be assessed against the Contractor for each discrepancy which is not corrected within three (3) days of notification to the Contractor.

- **Vehicle and equipment reliability - <1 breakdown/25,000 miles of service**
- **Completion performance - 100% of all work orders (WO) done on schedule**
- **Unscheduled repair performance - 2% of all repairs returned for same work again**
- **Parts inventory and availability - No vehicle shall set more than 3 days because of lack of parts: written approval required**
- **Quality of workmanship - 100% of all repairs completed satisfactorily**
- **Computerized maintenance software - all information will be available on electronic medium; monthly reports due the 10th**

- a. Product and Labor Warranty - Contractor will submit all warranty claims within 30 days and credit the City.
- b. Police Patrol Units - no more than three (3) patrol units on hold at any given time; written approval required.
- c. Achieve a maintenance and repair turnaround rate of less than 24 clock-hours 80 percent of the time and a turnaround rate of less than 48 clock-hours 95 percent of the time
- d. Provide excellent overall customer service
- e. Achieve a high standard of fleet safety and reliability
- f. Create a fleet maintenance environment where the City's Independent Service Contractor (ISC) will be the fleet maintenance service provider of choice.
- g. Minimize fleet management maintenance and repair cost and therefore, overall fleet cost and costs to the City.

The City intends to conduct a two-step procurement for these fleet repair management and maintenance services. Step one (1) is evaluation of the written submittal and oral interview response to this RFP. Step two (2) is negotiation of the final agreement with the qualified Respondent whose proposal is ranked the highest.

The City expects the final agreement to be similar to and include all the work elements of the Statement of Work within this RFP. The City may elect to conduct oral presentations to clarify any uncertainties in the proposal. Oral presentations may be required by senior management of the contractor who have the ability to answer all questions regarding their proposal within **thirty (30) days** after receipt of bids.

PERFORMANCE OF WORK

These specifications intend to provide only services that meet the standard of care of similar contractors performing similar services in the same or similar locale. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not explicitly 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.

TIME AND CONSIDERATION

If the Contractor fails to make delivery of the supplies, materials, equipment and/or services within the specified time, or fails to perform any of the other provisions of this contract, the City has the right to terminate the contract for default. If in the opinion of the City, the failure to deliver results from supplier negligence to perform as specified, the liquidated damages clause, may be enforced.

All disputes that might arise under this contract and cannot be resolved between the Contractor and the City will be handled through the Purchasing Agent's Office.

If, in the opinion of the City, it is the best interest of the City to terminate the contract, for convenience, the City agrees to only pay for supplies and/or services delivered or performed by the Contractor at time the Contractor is made aware of the termination notice.

Any such termination notice shall be affected by delivery, to the Contractor, of a notice of termination specifying the extent of performance under the contract being terminated and the effective date of termination.

LIQUIDATED DAMAGES

In the event that the supplies, materials, equipment, and/or services are not delivered and/or performed by the Contractor as expected, a liquidated damage provision in the sum of the difference in cost for the City to acquire the supplies, materials, equipment, and/or services from an outside source plus administrative fees will be deducted from the next order to the winning Proposer of the original contract. However, any delay in delivery of supplies, materials, or equipment and/or services shall not initiate the liquidated damages provision of the contract if the delays are determined by the City to be beyond the control of the Contractor.

Definition of delays beyond the control of the Contractor: Delays can include, but are not limited to, disaster declaration by Acts of the Government of the United States; Government of the State of California; Government of the City of Montebello (in either its sovereign or contractual capacity): guarantee restrictions; and strikes. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If delays are caused by the default of a subcontractor(s), the assessment of damages against the Contractor shall apply.

AWARD OF CONTRACT

The Agreement 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 to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

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

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

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No Agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 7 – Form of Contract [Sample]) and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the

City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

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

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

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

EVALUATION OF PROPOSALS

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

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City 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.

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

- The Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example, a sample certificate with another agency, or a statement that the Proposer can meet the insurance requirements in the RFP should be attached to the proposal.
- The Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
TOTAL		75 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(25 points)**. All other Price Proposals will be scored as follows:

$$\text{Proposer Price Score} = \text{Best Price Proposal} \times 25 \text{ (Total Points Available for Price Evaluation).}$$

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.
- (b) Contract Termination: The City may terminate any resulting Agreement for convenience at any time by giving the Contractor written notice thereof. Upon termination, the City shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the City 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, the City 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 Agreement, and does not within ten (10) days, thereafter, cure such breach of violation, the city may immediately terminate the Agreement for default. The Contractor shall be liable for any and all costs incurred by the City as a result of such default.

BOND REQUIREMENTS

Bid Guarantee

During the proposal submission, 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 total bid price.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 10% of the Contract value is required by the City to ensure faithful performance of the Contract. 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 Contract 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 10 percent or more 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 City will only accept the Irrevocable Stand-By Letter of Credit 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 10% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

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

Payment Bonds

A Labor and Materials Payment Bond the amount of 10% of the Contract value must be furnished by the Contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

PARTS OPERATION

Procuring, Stocking, and Issuing of Parts

Parts Inventory

The Contractor shall procure, stock, and furnish all new parts, materials, supplies, and fluids required for the operation and maintenance of all City vehicles in accordance with parts management practices acceptable to the City and meeting all relevant OEM and City standards/specifications.

Parts Ownership

All parts shall remain the property of the Contractor or the Contractor's supplier until such time as they are used to repair or replace a defective part or component on a City vehicle.

Parts Management

The Contractor shall issue/charge all parts, material, and labor hours in the Contractor's AFMIS, on all repairs/work performed on City vehicles.

Cannibalization of Parts

The Contractor shall not cannibalize parts from City vehicles for use on other vehicles, without the prior written approval of the City's Project Manager (PM). Upon the City's request, the Contractor must return replaced parts to the City.

Parts Costs

At times, the City has market-favorable pricing concerning parts, tires, etc., through its procurement contracts, and/or GSA schedule pricing. The Contractor may be granted permission to purchase parts through the City's channels if the Contractor so desires. Furthermore, if conditions or pricing warrants, the Contractor shall make every effort to purchase certain parts from the City's contract or the GSA and National Joint Powers Alliance (NJPA) contract whenever a cost saving exists.

Quality of Parts to be furnished

Parts used to maintain and repair the fleet must be equivalent to or exceed the specifications of OEM. However, if the OEM has updated the quality of the parts for current production, parts supplied under this contract must be equivalent to or exceed the updated quality.

Note: The City reserves the right to exclude the use of specific part brands or specific components on City vehicles.

City vehicles under warranty and/or emergency and first responder vehicles (e.g., Police and Fire) that have failing or defective parts shall be replaced with the OEM. For instance, defective or failing parts of Ford, GM, or Dodge shall only be replaced with genuine OEM genuine Ford, GM, or Dodge parts only.

Tires

The Contractor shall ensure comprehensive tire services that include, but are not limited to, tire replacement, repair, inspecting, balancing, and field tire services. All tire replacements are to be new tires of the same size, type, load, wear, and traction ratings as provided by the OEM unless otherwise approved in writing by the City.

The Contractor shall follow all OEM tire repair guidelines for City vehicles and must have a tire repair

process in place from the OEM of the tires. All emergency vehicles do not qualify for any tire repair and must be replaced with a new tire. The Contractor shall be responsible for all tire repairs that cause damage to a vehicle.

The Contractor shall obtain three quotes for all tires used on City Vehicles and retain on file for each vehicle affected, or use City contracts. There shall be instances that the Contractor may only purchase tires from a specific OEM, for example, Police Cruisers, and therefore must document this practice and discuss it with the PM.

Note: Tires on all emergency and first responder vehicles which are discovered to have met the useful life and/or damaged in the day-to-day operation (e.g., Nail, collision, alignment issues, etc.,) shall be replaced with new tires that are designed for emergency and first responder vehicles to meet the particular vehicle application and size designated by the vehicle OEM. Any new tires replaced on any one axle requires the replacement of both tires on that specific axle. The tires that have been removed from the emergency and first responder vehicles must be inspected for reuse on applicable City vehicles with the same tire requirements based on vehicle OEM specifications. The Contractor must be confident and perform a safety inspection to ensure the reuse of the emergency and first responder vehicles' tires are safe to operate on City vehicles.

Rebuilt/Remanufactured Parts

Rebuilt/remanufactured parts must conform to the OEM's reconditioning tolerances and the warranty shall be tracked and monitored to ensure that the City is not charged for any warranty part which was found to meet the warranty guidelines of the specific part/component that failed during the warranty period.

FACILITIES AND EQUIPMENT

City Facilities

The City has multiple departments that retain City vehicles; the Contractor shall ensure that the vehicles are free of leaks (oil, coolant) that may impact the environment and storm drains.

Potential Safety or Environmental Hazards

The City does not warrant or guarantee against the possibility that safety or environmental hazards, or potential hazards may exist at the facilities. The Contractor will be responsible for identifying any potentially hazardous conditions caused by a City vehicle for which the contractor is responsible for, and notifying the City of these conditions as soon as possible.

Days and Hours of Operation

Contractor shall provide all services as set forth in this Contract Monday through Friday during Contractor's normal business hours. The City will be open from **7:30 a.m. to 5:30 p.m.** unless otherwise notified by the PM in writing. The Contractor is not required to perform services on City recognized holidays unless an emergency condition has been declared.

Hours for individual facilities are subject to change according to customer requirements. Any changes in facility hours will be mutually agreed upon and placed in writing by the Contractor and the PM.

Regulatory Permits/Certifications

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications necessary to provide Services pursuant to this Contract.

Supplies/Tools/Portable Equipment

Contractor shall provide, at their sole expense, all shop supplies, tools, and portable equipment necessary to perform all services set forth in this Contract.

Security & Safety

The Contractor is responsible to ensure the safe keeping of all City vehicles at facilities. Any vandalism, theft or damage to vehicles determined to be the responsibility of Contractor, by failure of safekeeping, shall be repaired at the expense of the Contractor. The Contractor's Project Manager or designated representative will provide an immediate oral report followed by a written report of any incident/accidents that occur on City property. The written report is due within twenty-(24) hours of occurrence or discovery of occurrence to the PM. The Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits, eye wash and flashlights at its facilities. The Contractor will use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

Facility Maintenance Tasks

The work performed at the Contractor(s) facilities is a reflection of the City and therefore shall maintain a positive image within the community and on behalf of the City. The Contractor shall ensure its facilities are maintained and will be responsible for housekeeping and supplies, which includes janitorial service. Maintenance services of contractor's facilities will be cared for by the Contractor as follows:

Facility Inspection

The City reserves the right to inspect all facilities operated by the Contractor in the performance of this Agreement and note any deficiencies on Exhibit D3, Facility Inspection Report. The Contractor will be provided a copy of the facility inspection report on the day of inspection and shall be responsible to rectify any deficiencies within the period specified on the report. The City will inspect the facility prior to award and yearly thereafter or sooner if Contractor is reported to be in violation of any City, County, or other governing agency as part of doing business in the State of California.

ESTIMATES**Requirement**

The Contractor will provide estimates, where appropriate, before major work is done; for example: Transmission, Engine, Differential, or other major part or component repair beyond normal preventative maintenance, and use Motor labor Time Guide or Equivalent to establish reasonable time standards.

Repairs estimates must be analyzed by the City to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the City. The City will make the final determination on replacement.

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair estimates for insurance claims, transportation of vehicle to/from repair site (when possible), repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. Contractor must document three (3) competitive estimates, if unable to get at least three (3) or more, contractor shall document the contractors it contacted for the estimates for all accident repairs. **Note:** Accident repairs shall not be included in the target cost.

Labor Times

The Contractor will utilize mechanical labor times as published by the Motor's Labor Time Guide or equivalent, with City written approval, including proper allowances for combination operations (overlaps). The Contractor will obtain City written approval prior to using labor time not published in the Time Guide. All time estimates will be entered into the Automotive Fleet Management Information System (AFMIS).

Approval

The Contractor must obtain written approval (facsimile, electronic mail or electronic signatures are acceptable) by City Vehicle Coordinator or designee on all estimates prior to performing any work outside the normal preventative maintenance, unless prior written approval is already on file. If work is performed without prior written approval such work shall be at the cost of Contractor.

Excessive or Inappropriate Estimates

In those instances, wherein the PM determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet reasonable standards, the City may seek review or negotiate with Contractor for revisions in repair costs. The City may also, at its sole discretion, send the vehicle to a neutral party that performs the same type of work that may be in question, for estimates and/or repairs. If it is discovered that Contractor is considerably escalating cost and consistently beyond independent cost analysis, which will be available for contractor review, the City reserves the right to use other sources to perform the work, and to cancel the contract for frequent excessive cost estimates.

AUTOMOTIVE FLEET MANAGEMENT INFORMATION SYSTEM (AFMIS)

- The Contractor shall have an Automotive Fleet Management Information System (AFMIS) with enough functionality to track and perform all aspects of this SOW.
- Contractor shall demonstrate and provide print outs of the features and functionality that their AFMIS can perform.
- The Contractor will open all WO in AFMIS at the time vehicles are presented for service. WO status will be updated real-time. All parts and sublet transactions will be promptly recorded in AFMIS. The WO reviewing and scheduling capabilities of AFMIS will be used to their fullest possible extent to foster timely automated notification of repair schedules to affected city departments. AFMIS will be used to notify effected city department when vehicle services have been completed and vehicles are ready to be picked up. The City will be given limited access to AFMIS, as it relates to the vehicle contract. This will allow AFMIS to deliver notifications of work-order and service completions to the person most directly involved with the daily utilization of the vehicles. Further, it will allow the effected City department to view the status of any vehicle that is in the contractor's facility for service and repair.

Safe Computer Practices

Contractor shall maintain safe computer system practices and ensure that City data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee and the Contractor will ensure that employees with passwords properly protect their usage.

Data Integrity

The Contractor will not allow any users access to programs that change or delete data without the written permission of the City. The Contractor shall follow applicable policies for adding or modifying any information relating to City vehicles in their AFMIS.

Report Provisioning

The Contractor will have ability to run reports for PM in relation to the City vehicles that shall include per-vehicle expenses, department assigned vehicle expense, total current expenses and mileage, and labor costs to include most common part/component failure of City specific vehicle or vehicles.

Monthly Report: The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not be limited to:

- Maintenance and Repair costs for the month by City Department.
- Performance reviews in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Costs for accidents and other items not included in original proposed costs.
- Number of shop orders and quick fixes.
- Number of service calls.
- Number of vehicle work-orders scheduled/completed on time.
- Downtime by category and in total.
- Cumulative records of sub-contracted work.
- Total labor hours expended.
- Total parts cost.
- Problem/accident summary.
- Goals achieved and goals for the next month

Annual Summary Report: The Contractor shall provide the City with a written annual report. The annual report shall contain a summary of the year's activities, performance standards met and unmet and other relevant information, by January 30th.

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the body of the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the body of the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the body of the SOW, PRS, the meaning apparent in the Contract and the body of the SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the body of the SOW, that apparent service will be null and void and place no requirement on Contractor.

The City shall monitor Contractor's performance under the Contract in accordance with the PRS. When the Contractor's performance does not conform to the requirements of this Contract, the City shall have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the City. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the City to

have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the City, shall be credited to the City on the Contractor's future invoice. This section does not preclude the City's right to terminate the Contract, as provided for in the Contract.

QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of defined fleet and for the upkeep of the contractor's facility(s). The program shall include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor shall provide a detailed Quality Assurance Program within thirty (30) days of approval of contract. The plan is subject to approval by the City and shall address, at a minimum, the following items before notice to proceed is issued:

- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives
- Quality Control Processes

RECORD KEEPING AND REPORTING

Contractor Records

Upon prior notice by the City, the Contractor shall provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and shall provide to the City cost verification for work.

Reference Files and Procedures

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all WO, inspection records, and supporting documentation such as towing receipts, sublet receipts and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number (VIN if appropriate), warranty information, most recent mileage, and invoice information.

AFMIS Requirements

The Contractor will utilize its own approved AFMIS to maintain an electronic record keeping and reporting system for all services performed on the City's fleet.

Ownership of Records

All reference files and procedures and all electronic data is the property of the City upon completion or termination of the contract.

CONTRACTOR PERSONNEL

The Contractor will staff facilities in such a manner as to permit it to achieve the performance standards and meet all of the other requirements of this SOW.

Selection of Personnel

Contractor's staffing plan must include all performing work referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification.

The Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Statement of Work and for determining and providing wages, salaries, and benefits for its employees. The Contractor's Project Manager and Operations Manager shall have proven technical and managerial experience in the field of fleet management, maintenance, and repair.

Changes in Personnel

The Contractor shall notify the City of changes in personnel (Project Manager and/or Operations Manager). The Contractor's proposal to change its Project Manager and/or Operations Manager must include a transition plan.

Uniforms

All employees, including porter, shall wear uniforms which shall include the Contractor's and employee's name in a visible location and a legible color and style. Uniforms are to be kept clean and in good repair. All uniforms will be provided by, and at the Contractor's expense.

TOTAL CONTRACT COST**Pricing Schedule**

Contractor pricing is set forth in Pricing Schedule, Exhibit D1. The Contractor will not invoice, and the City will not pay for any services not set forth in the Pricing Schedule, Exhibit D1, unless agreed upon by the City's designated approval authority.

Note: Contractor shall pass onto the City all promotional specials, and or discounts offered to the general public, to any and all City vehicles that are in for repair during the promotional dates/offer, for example: City vehicle in for oil change shall receive the promotional offer and include all aspects of the promotion.

Target Cost (Estimated Annual, Smog, Car Wash, Tune up)

Target Cost: The cost proposal which is the Contractor's operating budget for each year of this contract is the target cost for the initial year and shall be determined from the proposal submission. Contractor's fee for services will be based on a fully burdened labor rate and parts costs.

General Conditions of Proposal

The General Conditions of Agreement between the City and Contractor are included in this SOW.

Contractors Relationship to the City of Montebello

Contractor as an Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant, or employee of the City. The agreement will specify the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of,

or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; and despite such subcontracting the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor and will be held to the same insurance coverage etc.

Costing Methodology

Cost Proposal

The cost proposal, which shall be the Contractor's operating budget for each year of the Contract, shall include the following cost items:

- a. Hourly Rate, fully burdened
- b. Parts/supplies/outside services used to perform WO/Safety inspections.
- c. All items identified in Exhibit D1.

Mechanical Labor Hourly Rates

Contractor hourly rates shall not exceed the hourly rates stated in the Pricing Schedule. All related administrative costs shall be 100% burdened in Contractor's mechanical shop hourly rates. Contractor may subcontract at rates equal to or lesser than the Contractor hourly rates set forth in the Pricing Schedule.

Cost Savings initiatives

In addition to the Contractor's cost and fee, the Contractor shall look for and propose cost saving initiatives to the City to mitigate or offset any foreseen issues from a particular type of vehicle that the City owns or provide input on the type of vehicle that the City should consider, based on fleet use and experience with fleet and or knowledge of new technology that is new to the market.

Adjustments in the Approved Budget Changes in the Size or Mix of the Fleet

The maintenance and repair service cost may be adjusted, by mutual consent, to correspond to increases or decreases in the fleet size, or adding new vehicles in each class. These adjustments shall be as fleet composition changes, and or reviewed quarterly.

Unusual Cost

The Contractor may petition the City for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this Contract, which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

Annual Adjustments

Should the City choose to exercise future year options, the cost target, approved budget, including the Contractor's fee shall be negotiated for the second and subsequent years of the Contract.

Subcontracted Services

The Contractor will indicate on Exhibit D1, Pricing Schedule, and or supply City with actual cost of subcontracted services and identify services.

The Contractor shall be responsible for arranging, scheduling, and managing the performance of subcontracted services which cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing repairs. These outside

repairs may include transmission, engine and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall list the name and address of proposed subcontractors.

The Contractor shall use the City's current vehicle body repair and painting services contractor, which provides body work, painting, and glass replacement services. The City encourages the Contractor to utilize subcontractor located Montebello where practical and economically feasible. The City and the Contractor shall periodically and informally review the plan to ensure that the outside repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Note: The Contractor will solely accept subcontractor invoices.

Parts

The Contractor's parts pricing shall be the Contractor's actual net part cost, as described in paragraph plus Contractor's markup percentage as set forth in Exhibit D1.

Hazardous Waste Disposal Charges

Hazardous waste disposal charges are the responsibility of the contractor and shall be included in the WO/Safety Inspection charges that contractor would normally charge to all customers and or include in promotional services that contractor will pass onto the City if the vehicle is in for service during the contractor's promotion.

City's Right to Review Billing Documentation

The City reserves the right to review additional documentation to be provided upon the City's request to the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers.

CONTRACTOR'S WARRANTY

Contractor's and Subcontractor's Work Warranty

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of the City fleet to include taking the vehicle to the dealership that represents and or is authorized to perform warranty work on all equipment/vehicles under warranty, for example if it is a Ford vehicle or Chevrolet vehicle under warranty and on Ford or GM is authorized to perform repairs the contractor shall deliver the vehicle to the appropriate authorized dealer. The Contractor will seek authorization from various vehicle and equipment manufacturers to perform warranty work on city-owned equipment. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will be held harmless from payment for such work.

Contractor and all Subcontractor furnished materials, parts, and workmanship shall be free from defects for a minimum period of 12 months or 12,000 miles, whichever occurs first; except as noted below or per the original equipment manufacturer's warranty specification, whichever is greater. Any part warranties provided by the manufacturer that exceed the minimum requirements listed below shall be passed through to the City with written notification of such extended warranty made by the Contractor to PM at time of part installation.

All replacement parts purchased and installed on the City's vehicles shall receive the new warranty that is given by the parts supplier or manufacture for that particular item, for example: Installing/purchasing a

new starter may have a 3-year or lifetime warranty, and therefore it would be applied to the City vehicle it was installed on, and the contractor is expected to track all warranty.

CONTRACTOR'S CONTINGENCY PLAN

Contractor shall have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required Services by whatever means available and shall incur all related costs necessary to provide repair and maintenance services as specified in the Contract. Should Contractor fail to supply an alternate service, City shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

TRANSITION PLAN

Contractor shall provide a transition plan within fifteen (15) days of Contract execution and shall include Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary to provide the requirements specified in this SOW.

CONTINUITY OF SERVICE

Phase In - Phase Out

If upon expiration or termination of the Contract, the Contractor is not chosen to continue in its role, the Contractor shall, upon written notification from the City, provide phase-in/phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor shall be reimbursed for all reasonable transition costs, which accrue within the agreed period after contract expiration or termination. The Contractor shall cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services called for by the contract. Toward this end, the Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

SECTION 5 – QUALIFICATIONS

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

- A. List and describe a minimum of three (3) projects or experiences, similar to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Contractor shall ensure

Contractor personnel report to assigned workstations on time and that contractor facilities are staffed during established facility operating days and hours.

- C. Contractor personnel shall be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon City request.
- D. Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving.
- E. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- F. The Proposer's firm or company has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- G. The Proposer's firm or company is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws, and apprenticeship laws.
- H. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 - SCOPE OF WORK

TIME & MATERIAL SERVICES

The Contractor shall perform the following services and other related services as may be required to ensure the continuity of effective and economical operation of the City's fleet on an as-needed basis. The Contractor shall furnish all necessary supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and services in accordance with fleet management best practices and performance standards specified in this SOW. Additional repairs and services may be specially requested under an as-needed basis upon the approval of the PM. The Contractor shall be expected to provide maintenance and repair services in such a manner as to minimize disruption to the City's daily vehicular operations.

The Contractor shall use the Forecaster and Scheduler modules in the Contractor's AFMIS to schedule the corresponding services with the Manager or their designee. The Contractor shall be responsible for vehicle pick-up and delivery in accordance with the scheduled services established. The Contractor shall notify the PM or their designee prior to pick-up or delivery. Concerns related to lack of notification or constantly unavailable vehicles shall be addressed immediately to the PM to minimize further schedule interruptions.

Note: The Contractor's representative must be insured and possess a valid Class C driver's license to operate any City vehicles; a valid Class B driver's license is required to operate any heavy-duty City vehicles. In addition, the Contractor's representative must have a good driving record and meet the following criteria:

- A. Have a minimum of two years of Class C or B experience.
- B. No DMV points within the last twelve (12) months.
- C. No more than one (1) point within the last twenty-four (24) months.
- D. No failure to appear.
- E. No suspended license within the last twenty-four (24) months.

- F. No more than one (1) accident within the last twenty-four (24) months; and
- G. To provide a DMV K4 Driver's Record (K4) upon the award of contract and as requested. K4 must be recorded on file and updated bi-annually.

Downtime/Vehicle Turnaround Time Standards

The Contractor must meet and adhere to the turnaround times outlined in this SOW as required under the Turnaround Time Schedule (Exhibit D2). All maintenance and repair services must be completed within twenty-four (24) hours of the vehicle's delivery to the Contractor's maintenance facility.

No more than five percent (5%) of all vehicles shall be out of service for maintenance and/or repair services for more than forty-eight (48) hours of the vehicle's delivery to the Contractor's maintenance facility, except the following:

- **Accident, Misuse, Abuse, or Vandalism Repairs.**
Repairs cost less than \$2,000 must be completed within five (5) calendar days of estimate approval or released from the "held for investigation" classification. Repair costs \$2,000 or greater must be completed within ten (10) calendar days of estimate approval or released from the "held for investigation". The Contractor must report the noted damages of the vehicle delivered for repairs to the PM or their designee in writing by the close of the next business day.
- **Vehicles Awaiting Repair Authorization from City.**
In the event the Contractor is awaiting authorization from the City to proceed with a given repair, the calculated turnaround time accounts for the duration from the start to the completion time of the WO minus the notice to proceed period wait time. Notation of the City's authorization approval shall be recorded in the WO notes section in addition to the appropriated status codes to start and stop the clock within the AFMIS. These notes should detail the notification's date, time, name of the City's designee, proposed repair description, and estimated costs that require the authorization.
- **Major Component Failure.**
The City shall decide the total amount of time allowed for major component failure repairs. Major components include but are not limited to:
 - a. **Engines:** Engine failure due to worn rings, blown head gasket, and/or any major engine rebuilt work must meet with the following specifications:
 - Engine rebuilt must be equivalent to or exceed OEM specifications, including all OEM and common failures/concerns updates.
 - Pistons and bearings shall be replaced with new parts only.
 - Black honing shall be torque plate honed.
 - The engine shall be live run tested for reliability.
 - All rebuilt engines shall have a 3 year/100K mile warranty.
 - All Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.
 - b. **Transmissions:** Transmissions rebuilt must be equivalent to or exceed OEM specifications, including all updates to the OEM and common failures/concerns. Police Pursuit vehicles require all the latest updates and models to ensure reliability due to the purpose of service vehicles. All transmissions shall have a 3 year/100K mile warranty. In addition, all Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.

The Contractor must notify the PM or their designee in writing when a vehicle is in the Contractor's facility for more than 24 hours. The Contractor must advise the PM or their designee of the delayed reasons and the estimated time of arrival (ETA). Notation of such notification shall be recorded in the WO notes section of the AFMIS. These notes should detail the notification's date, time, name of the City's designee, delay reasons, and delivery ETA.

Comebacks, Reworks, and Rechecks

The Contractor shall perform comebacks, reworks, and rechecks, when a failure or symptom of failure relates to previous repairs and/or services performed on a vehicle by the Contractor or component thereof occurring with the warranty period.

General Vehicle Repairs

The Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible, and the quality of workmanship must be equivalent to or exceed OEM standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs. The Contractor is expected to perform all general vehicle repairs with a high level of quality, as described above. However, certain maintenance and repair services require additional attention, as described below.

Vehicle Safety and Environmental Inspections

All BIT, clean natural gas (CNG) tank, Smog, Opacity, Type 08, and any other federal, state, or local required inspections must be properly performed and documented by a suitably trained and certified inspector in accordance with the inspection and legal requirements. The Contractor shall be responsible for coordinating all inspections, maintenance, and repair services to minimize vehicle downtime and provide maximum convenience for the City.

Smog Inspections: The Contractor shall be responsible for the annual State required smog emissions testing for diesel, CNG, and gasoline engines of the City's fleet. The City's government fleet number **GD930090** shall be used when any test is conducted to allow the **Bureau of Automotive Repairs (BAR)** to receive reports of tested City vehicles. An annual report of the entire fleet must be completed with proof documentation provided. Smog inspections are required as needed. City vehicles with VIN's ending in odd numbers shall be tested in odd years; VIN's ending in even numbers shall be tested in even years.

The Contractor shall provide the PM or their designee a list of vehicles with completed smog inspections done in the first half of the year and copies of all smog certifications annually in June. All required smog inspections must be completed by the first week of December annually. The Contractor must repair and retest vehicles that do not pass the smog inspections in a timely manner to ensure all vehicles pass inspections. The Contractor must request approval for any vehicle repairs that are greater than 25% of the value of the vehicle in writing. If the Contractor does not obtain approval from the City, the Contractor may be liable for all repair costs.

Road call and Towing Services

The Contractor shall use the City's current tow service contractor, which provides road call service and towing for all City vehicles twenty-four (24) hours a day, seven (7) day per week basis, within the City of Montebello.

The City shall provide the Contractor with the phone numbers of the City's tow service contractor.

Towed vehicles shall be transported to the Contractor's service facility for repairs during the Contractor's regular business hours; to the City's Transportation Facility after the Contractor's regular business hours, located at **400 South Taylor Avenue, Montebello, California, 90640**.

Quick Fix Repair Services

The Contractor shall provide a "Quick Fix" service for repairs that can be completed in less than one (1) hour. Quick Fix services are specified in the Motor Labor Time Guide (or other industry accepted time standards reference) or as established by the PM. Quick Fix services include, but are not limited to, tire repair/replacement and minor single item repairs (e.g., replacing belts, fuses, hoses, light bulbs, and wiper blades; topping off fluids; battery diagnosis and replacement). Quick Fix services shall be continuously available during the City operating hours. All Quick Fix services shall be documented with WOs entered in AFMIS real-time.

Technical Bulletins, Warranty & Recall Work

The Contractor shall be responsible for acquiring all OEM's technical service bulletins and recall notices pertaining to all applicable vehicles in the City's fleet. The Contractor shall disseminate technical service bulletin information to all supervisors and mechanics that repair and maintain vehicles in the City's fleet in a timely manner. The Contractor shall ensure that bulletin directives are followed unless otherwise directed by the PM.

Recalls and campaigns shall be created in the AFMIS by the Contractor.

The Contractor shall administer all warranties, recalls, and campaigns for vehicles, parts, and subcontractor repairs, including reimbursement collections for such work. The Contractor must seek authorization from the OEM to perform warranty and recall services. The Contractor shall be reimbursed directly from the OEM and the City shall be held harmless from payment for such work. The Contractor must provide copies of all records, reports, and proof documentations.

Road Testing

The Contractor must conduct road or appropriate operations tests on all vehicles serviced with safety related repairs or adjustments (e.g., breaks, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by the Contractor prior to being returned to service.

The Contractor shall ensure all light bars on the City's emergency vehicles are covered prior to any on-highway use and/or operational testing.

Waste Management

The Contractor shall be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this SOW to include, but not limited to, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, batteries, and hazardous waste, according to all applicable laws and Environmental Protection Agency (EPA) regulations.

The Contractor shall provide appropriate training to the Contractor's employees and agents who work and handle hazardous materials to comply with all applicable laws and EPA regulations.

The Contractor shall develop and maintain contingency standard operating procedure (SOP) for handling a spill or other mishap on all hazardous chemicals and wastes. The SOP shall include materials' origin, use, transportation, ultimate distribution, and disposal. All disposals shall be in accordance with applicable laws and EPA regulations.

Welding and Fabrication

Welding and fabrication work related to repairs are an integral part of the service provided by the Contractor. The Contractor must provide an American Welding Society (AWS) certified welder to complete work on steel and aluminum. Additional certification requirements may be required to authorize the Contractor to provide services in the non-target category. The Contractor may subcontract these services.

Welding work included but are not limited to repairing and replacing the following: tailpipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.

Fiberglass repair and fabrication work included, but are not limited to, repairing and replacing the following: hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.

New Vehicle Preparation and Vehicle Disposal

The Contractor shall, upon request of the City, prepare retired vehicles and equipment for disposal. Preparation includes but is not limited to removing decals/logos, light bars, radio equipment, and special equipment on an as needed (time and materials) basis.

Emergency Services

The Contractor shall comply with the City's request to provide stand-by fleet maintenance and repair support during emergencies declared by the City. The City shall notify the Contractor with the details of the emergency situation and the anticipated service duration needed from the Contractor. The Contractor shall open their service center and provide services with an appropriate complement of personnel within twenty-four (24) hours of the required emergency services notification.

Note: The City shall compensate the Contractor in the event of a declared emergency at the rate and terms agreed upon.

CAR WASH & DETAILING SERVICES

Car Wash

If equipped, the Contractor shall provide car wash services at their facilities or at the approved Contractors' locations supplied by the City on an as needed basis.

City vehicles shall be washed and vacuumed after repairs and services, removing all paper mats, oils, fingerprints, etc., that may exist after services. Interior and exterior car wash services include, but are not limited to, full vehicle body wash, interior vacuuming, mirror, and glass cleaning, etc.

The initial cost shall include all cleaning, disinfecting, and other miscellaneous supplies necessary to accomplish the car wash services, whether included or contracted out.

Detailing Services

The Contractor shall offer detailing services on all vehicles on an as needed basis and shall perform detailing on all vehicles in accordance with the service interval of this SOW; scheduled every 6 months with the PM or their designee. The Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide detailing services.

The Contractor's detailing services shall include at a minimum:

- Wash all exterior surface
- Clean all interior surface

- Treat all exterior and interior plastic/rubber with applicable treatment for this application.
- Treat all tires with appropriate tire care solution
- Clean all interior and exterior windows and mirrors.
- Clean carpet and upholstery.
- Wax exterior of vehicle annually to protect the paint finish.
- Clean engine compartment, removing all dust and debris, annually, to include wash down or engine cleaning treatment to enhance visual inspection and detect any new leaks or surface potential concerns that may be hidden under debris/dirt.

Note: The Contractor shall not spray coating on the engine compartment after cleaning.

New Logos/Insignia

The Contractor shall be responsible for maintaining and installing all faded and updated City departmental decals/logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by the City.

Note: The City shall provide decals/logos; however, the Contractor must provide advanced notice, if possible, within seven (7) days, to allow the City to obtain new decals/logos that shall be used by the Contractor.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2022, by the CITY OF MONTEBELLO, a California 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 highly qualified professional Contractor to provide the CITY with vehicle maintenance & repair services for over two hundred City-owned and operated vehicles on an as-needed basis. (“Project”); and

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

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

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals (“RFP”) dated January 27, 2022 (“RFP No. 22-4”) with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Contractor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

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

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements,
- B. RFP No. 22-4;
- C. CONTRACTOR's Proposal dated [INSERT DATE]; and
- D. All other documents, including but not limited to, all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

C. 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.

D. 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.

E. 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.

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

SECTION 3. TERM.

This Agreement shall commence on, 2022 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 4. CONTRACT DOCUMENTS.

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

- A. RFP No. 22-4;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

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

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation

upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 6. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 7. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 8. CITY SUPERVISION.

CITY's Transportation Director ("Transportation Director") shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 9. TERMINATION.

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

A. **Termination for Cause.** In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten

(10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. **Termination for Convenience.** CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any “non-refundable” costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 12. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee, or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR’s employees or CONTRACTOR’s sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state, or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 13. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 14. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 15. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 16. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and

effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the previously mentioned 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 previously mentioned policies are in effect in the required amounts and naming CITY, its officers, agents, employees, and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 18. 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 19. 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 20. 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 21. 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 22. 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 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 23. 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 24. 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 25. 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 26. FORCE MAJEURE

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

SECTION 27. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT 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.

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 doing 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 coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D1
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1

City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild	_____	_____	_____	_____	
2	Engine Rebuild	_____	_____	_____	_____	
3	Porter to pick-up and return car to and from Departments:	_____	_____	_____	_____	
4	Car wash and prep, prior to returning vehicle to the Transportation Department:	_____	_____	_____	_____	
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)	_____	_____	_____	_____	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)	_____	_____	_____	_____	
7	Annual Boom Truck OSHA inspection	_____	_____	_____	_____	
8	By-Annual complete vehicle detail which includes engine and exterior waxing:	_____	_____	_____	_____	
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

Hourly Rate

* Contractors, fully encumbered, hourly rate of pay for all additional work

\$

Business Name: _____		DATE OF SUBMITTAL: _____	
Address: _____			
City: _____	STATE: _____	ZIP: _____	
Phone Number: _____		FAX: _____	
Rep. Name & Title: _____		_____	
NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

EXHIBIT D2

TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Quick Fix</i>	1-HOUR
<i>Maintenance and Repair</i>	• 80% within 24 Clock-hours • 95% within 48 Clock-hours
<i>Body and Paint Repair</i>	• Not to exceed five (5) calendar days for repairs less than \$2000.00 • Not to exceed ten (10) calendar days for repairs more than \$2000.00 "UNLESS WRITTEN AGREEMENT WITH CITY."
<i>New Vehicle Preparation</i>	Two-(2) business days from receipt of preparation letter.
<i>Emergency Services Response</i>	Same Business Day

EXHIBIT D3**CONTRACTOR FACILITY INSPECTION REPORT****CITY OF MONTEBELLO
CONTRACTOR FACILITY INSPECTION REPORT**

CONTACT PERSON	PHONE NUMBER
LOCATION	EMAIL ADDRESS
ADDRESS	
CONTRACTOR	

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable:

CONDITION	SHOP	OFFICE	RESTROOM	LUNCH ROOM	EXTERIOR
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other – See below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY):**COMPLETION
DEADLINE**

CORRECTIVE ACTION TAKEN (BY CONTRACTOR):**DATE REINSPECTION**

COMMENTS (FROM CONTRACTOR)**RECEIPT OF COPY
BY:**

CONTRACT PROGRAM MONITOR:**SIGNATURE****DATE**

EXHIBIT D4

City Vehicles Inventory

City of Montebello

EXHIBIT D4

Vehicle Inventory as of January 2022

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	CHEV	TAHOE	GREEN	1436238	1GNFC13018R213783		008014	283	GAS	Admin

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	FORD	ESCAPE	FORD ESCAPE	1258164	1FMCU02218KA28737		008010	010	GAS	BUILDING
2008	FORD	ESCAPE	FORD ESCAPE	1258163	1FMCU02228KA95721		008011	011	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258166	1FDWX34568EA05940		008012	012	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258165	1FDSW34578EB84572		008013	013	GAS	BUILDING

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
1992	GMC	S-15	PICKUP	1509402	1GTC14Z7N8512336	55444	092075	075	GAS	GOLF

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
1997	CHEV	EXT	PAL VAN		Duplicate -1GAHG39RXV1093850		197156	156	GAS	P.D.
1997	CHEV	ASTRO	CHEV ASTRO VAN	032638	1GNDM19W1VB121836		197157	157	GAS	P.D.
1997	KAWK	KAWK	MOTORCYCLE	06K42	JKAKZCP21VB515490		197163	163	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162476	2FAHP71WX3X194543		003335	335	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162477	2FAHP71W13X194544		003336	336	GAS	P.D.
2003	FORD	F-250	PICKUP	1128634	1FTNX20LX3EB85379	T2	103197	197	GAS	P.D.
2005	CHEV	TAHOE	CHEV TAHOE	1183211	1GNEC13Z45R207370	S1	105219	219	GAS	P.D.
2008	FORD	TAURUS	BLUE	6BUE074	1FAHP24WX8G102732		108230	230	GAS	P.D.
2008	FORD	TAURUS	GOLD	6BTR221	1FAHP24W88G107329		108233	233	GAS	P.D.
2008	FORD	ESCAPE	FORD ESCAPE	1258602	1FMCU022X8KD84619	P5	108248	248	GAS	P.D.
2011	Hyundai	Sonata	Hyundai Sonata 2.4	UC	5NPEB4AC2BH214932		115207	207	GAS	P.D.
2014	HONDA	ST1300	HONDA ST1300	3004448	JH2SC5154EK200065	M1	116151	151	GAS	P.D.
2015	FORD	EXPEDITION			1FMJU1HT8FEF18975		115200	200	GAS	P.D.
2015	CHEV	PK			1GCGSBE37F1171404		115202	202		P.D.
2015	HONDA	4D		UNP	1HGCR3F87FA018016		115204	204	GAS	P.D.
2015	NISSAN	PATHFINDER			5N1AR2MN6FC608037		115205	205	GAS	P.D.
2015	DODGE	Durango	DODGE DURANGO	UC	1C4RDJAG1FC127926		115206	206	GAS	P.D.
2015	HONDA	ST1300	HONDA ST1300	3004449	JH2SC5153FK300207	M2	116150	150	GAS	P.D.
2015	FORD	EXPLORER		1489761	1FM5K8AR8GGA37032	1	116161	161	GAS	P.D.
2015	FORD	EXPLORER		1489763	1FM5K8ARXGGA37050	14	116163	163	GAS	P.D.
2015	FORD	EXPLORER		1489758	1FM5K8AR7GGA37037	17	116164	164	GAS	P.D.
2015	FORD	EXPLORER		1489759	1FM5K8AR7GGA37040	19	116165	165	GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2015	FORD	EXPLORER		1489760	1FMSK8AR6GGA37045	22	116166	166	GAS	P.D.
2016	Chevy	Malibu	Chevy Malibu	UC	1G1ZE5STXGF239374		116152	152	GAS	P.D.
2016	Chevy	Malibu			1G1ZE5ST0GF240601		116153	153	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe C1500		1GN5CBK5C5GR248065	CAPT	116154	154	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe		1GN5CBK5C8GR281139	CHIEF	115155	155	GAS	P.D.
2016	Nissan	Altima	Nissan Altima	UC	1N4BL3APXGC254410		116157	157	GAS	P.D.
2016	Chevy	Express Van	Youth Services		1GAZGPF6161326855		116167	167	GAS	P.D.
2017	Chevy	TAHOE	Grey - Tahoe		1GN5CBK5C0HR365747		117170	170	GAS	P.D.
2017	Ford		M.M.H.T.	1515051	1FMSK8AR1HGB00781		117171	171	GAS	P.D.
2018	FORD	VAN	Ford Transit Jail Van	1520635	1FTBW9CM8JKB41740	J1	118172	172	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR7JGC43515	5	118173	173	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	118175	1FMSK8AR0JGC43517	10	118175	175	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR2JGC43518	11	118176	176	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	1429239	1FMSK8AR4JGC43519	12	118177	177	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR0JGC43520	20	118178	178	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR2JGC43521	21	118179	179	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520974	1GCGSBEA0J1306617	P-1	118180	180	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520973	1GCGSBEA7J1306694	P-2	118181	181	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520975	1GCGSBEA5J1306287	P-3	118182	182	GAS	P.D.
2018	CHEV	TAHOE	Chev Tahoe	1553212	1GNLCDEC9JR361620	S-2	118183	183	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	AF23E47	1FMSK7D85KGA96237	TR-2	16327		GAS	P.D.
2019	FORD	RESPONDER	Ford Crew cab	AF24S82	1FTEW1P42KKD57853	23	16311		GAS	P.D.
2020	FORD	EXPLORER	Ford Explorer	1601933	1FMSK8AB9LGC63643	9	16344		GAS	P.D.
2020	HONDA	ACCORD	Honda Accord		1HGCV1F14LA118573		16382		Gas	P.D. - Detective
2021	FORD	EXPLORER	Ford Explorer		1FMSK8AB3MGA07175	2	16373		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FMSK8AB5MGA07176	3	16374		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FMSK8AB7MGA07177	8	16375		GAS	P.D. - Patrol
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ4MUA01983	C1	16376		GAS	P.D. - Cadet 1
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA05039	C2	16377		GAS	P.D. - Cadet 2
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA04604	C3	16378		GAS	P.D. - Cadet 3
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZXMUA01521	C4	16379		GAS	P.D. - Training
2021	FORD	ESCAPE	Ford Escape Hybrid	UC	1FMCU0BZ5MUA07310		16380		GAS	P.D. - Evidence
2021	HONDA	PILOT	Honda Pilot Silver		5FN9YF6H15MB013769		16381		GAS	P.D. - Detective
2021	CHEVY	TRAVERSE	Chevrolet Traverse	UC	1GNERLKW6MJ127924		16383		GAS	P.D.
2021	CHEV	SILVERADO	Chevrolet Silverado		1GCPWCED9MZ195754		16384		GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

1994	MITSUBISHI	FUSO	BOX TRUCK		JW6AKE1H5RLD03018		194299	299	GAS	P.D.
2003	TOYOTA	CAMRY LE	GREEN	N/A	4T1BF32K33U543181		103291	291	GAS	P.D.
2005	FORD	EXPLORER	WHITE	5MQA639	1FMZU62E35UA32203	P1	105268	268	GAS	P.D.
2008	FORD	ESCAPE	GRAY	1257922	1FWCV02Z78KA03163		108273	273	GAS	P.D.
2008	CHEV	SUBURBAN	BLACK	N/A	1GNFC16088R105057		108285	285	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	JH2SC51789K600203	M1	109294	294	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002036	F		109295	295	GAS	P.D.
2010	FORD	CROWN VIC	CROWN VIC	1337844	2FABP7BV6AX107097	T1	109297	297	GAS	P.D.
2011	TOYOTA	CAMRY LE	Toyota Camry LE		4T4BF3EK8B8R209101		111155	155	GAS	P.D.
2012	TOYOTA	HIGHLANDER	TOYOTA HIGHLANDER	UC	5TD2K3EH4CS073049		112166	166	GAS	P.D. - LEASED VEH
2012	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E02DR209421	S1	113156	155	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2F89DG111981	DET	113150	150	GAS	P.D. - LEASED VEH
2013	FORD	TAURUS	FORD TAURUS	1348891	1FAHP2F85DG120189		113151	151	GAS	P.D. - LEASED VEH
2013	CHEV	CAPRICE	CHEV CAPRICE	1397585	6G1MK5R25DL820443	13	113153	153	GAS	P.D.
2013	CHEV	CAPRICE	CHEV CAPRICE	1397588	6G1MK5R23DL820442	15	113154	154	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAH2F86DG122808		113167	167	GAS	P.D. - LEASED VEH
2013	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E03ER138456	K9-1	114160	160	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS	1348868	1FAHP2F82DG113278		113200/113160	200	GAS	P.D. LEASED VEH
2014	CHEVY	TAHOE	CHEVY TAHOE	1397679	1GNLC2E08ER138419	K9-2	114161	161	GAS	P.D.
2014	FORD	TAURUS	GREY FORD TAURUS		1FAHP2F88EG124044		114162	162	GAS	P.D.
2014	FORD	EXPLORER	GREY FORD EXPLORER		1FMSK7F88EGA64934		114163	163	GAS	P.D.
2014	FORD	TAURUS	DARK BLUE FORD TAURUS		1FAHP2F84EG124042		114164	164	GAS	P.D.
2014	FORD	TAURUS	SILVER FORD TAURUS		1FAHP2F84EG124043		114165	165	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397734	6G3NS5R28EL931162	16	114167	167	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397736	6G3NS5R21EL929690	06	114169	169	GAS	P.D.
2014	Chevy	SILVERADO	Chev Silverado		3GCPCREC6EG296917		114170	170	GAS	P.D.
2014	FORD	TAURUS	FORD TAURUS	1389267	1FAHP2F86EG124043		114201	201	GAS	P.D. LEASED VEH

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS SIGNED TO
2008	FORD	RANGER	MINI TRUCK	1258274	1FTYR14D38PA43858		008029	029	GAS	PLAN CODE ENF
2008	FORD	ECONOLINE	FORD VAN	1258261	1FMSS31LX8DA45962	1	008041	041	GAS	PARKS
2008	FORD	ECONOLINE	FORD VAN	1258262	1FMSS31L88DA45961	2	008042	042	GAS	PARKS
2003	FORD	EXPEDITION	FORD EXPEDITION	1170535	1SMPU16L63LC18579		003067	067	GAS	PARK RANGER
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393225	4T1BD1FK2DU090791	S-5	313431	431	GAS	Parks
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393222	4T1BD1FK1DU087946	S-4	313430	430	GAS	Planning & Comm. Dev.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2018	FORD	F250	CNG - PICKUP	AE82R21	1FTBF2A68JED06506		16321		CNG	PARKS
2018	FORD	F250	CNG - PICKUP	AE82R12	1FTBF2A68JED06505		16322		CNG	PARKS
2019	FORD	F350	DUMP TRUCK	1557985	1FDRF3G66KEE37279		16268		GAS	PARKS
2019	FORD	F350	REGULAR PICKUP	1466473	1FTBF3A60KEE25347		16279		GAS	Tree Dept.
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		16287		GAS	Tree Dept.
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25B70	IFMCUOEZXMUA59317		16389		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25K87	IFMCUOEZXMUA60029		16390		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR51X60	IFMCUOEZ7MUA59310		16391		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR56X70	IFMCUOEZ8MUA59039		16392		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR19U91	IFMCUOEZ1MUA59402		16399		GAS	Planning/Code Enforcement

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1993	INTL	SEWER JET	CHIPPER TRUCK	1509401	1HTSDPPN7PH470550		093085	064	GAS	STREETS
1996	CHEV	1 TON	VAN	1140076	1GCHG35K3TF100394		096123	123	GAS	STREETS
1996	CHEV		VAN	377409	2GCEC19K2P1150892		096090		GAS	STREETS
2001	INTL	SEWER JET	SEWER JET TRUCK	1032510	1HTGBAAR11H366809		001124	124	DIESEL	STREETS
2001	CHEV	1 TON	UTILITY	1086288	1GBJC39121F211017	22080	001125	125	DIESEL	STREETS
2008	FORD	RANGER	MINI TRUCK	1258273	1FTYR14D18PA43857		008028	028	GAS	STREETS
1993	GMC	1 TON	VAN	349400	1GTGC33F4PJ726925		093089		DIESEL	STREETS
1994	CHEVY	SILVERADO	PICKUP	349405	2GCEC19K1R1307816		708631	076	GAS	STREETS
2001	CHEV	S-10	PICKUP	1086150	1GCCS14W118217233		001133	133	GAS	STREETS
2004	FORD	RANGER		1184493	1FTYR14U94PA90130		061214		GAS	STREETS
2008	CHEVY	C3500	DUMP TRUCK	1258275	1FTYR14D58PA43859		008027	027	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334045	1GBJC74K79E152474		009126	126	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334046	1GBJC74K49E153016		009127	127	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065		GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334014	1GBJC74K49E152842		009064		GAS	STREETS
2009	CHEVY	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065	065	GAS	STREETS
2019	FORD	F250	CNG - PICKUP	1567966	1FTBF2A68JED06503		016324		CNG	STREETS
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		016287		GAS	STREETS
2019	FORD	F350	DUMP TRUCK	1466473	1FTBF3A60KEE25347		016279		GAS	STREETS
2019	FORD	F350	Arrow Board Pickup	1026718	1FTBF3A62KEE25348		16270	270	GAS	STREETS
2019	FORD	F350		1545903	1FDBF3A67KEE25549		16282		GAS	STREETS
2019	FORD	F350		1568865	1FDRF3G66KEE37278		016269		GAS	STREETS
2019	FORD	F350		1568875	1FDRF3G66KEE37279		016268		GAS	STREETS

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2019	FORD	F350		1545904	1FDBF3A63KEE25550		16284		GAS	STREETS
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YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2005	FORD	500	FORD 500	1208602	1FAFP24195G130237	A-1	005448	448	GAS	Finance
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK6DU085402	S-2	313428	428	GAS	Public Works

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1994	CHEV	CREWCAB	Service Truck	377436	1GBJC34N6RE261141	M3	094409	409	GAS	TRANSIT
1998	CHEV	C3500	CHEV C3500	052677	1GBJC34F7WF037388	M4	098412	412	DIESEL	TRANSIT
2004	CHEVY	BLAZER	BLACK	New1400550	1GNCS18X04K112250		004030	030	GAS	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415373	19XFB5F51CE000508	R-1	012365	365	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415372	19XFB5F51CE001075	R-2	012366	366	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415370	19XFB5F5XCE001026	R-3	012367	367	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415371	19XFB5F52CE001019	R-4	012368	368	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415369	19XFB5F57CE001551	R-5	012369	369	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415374	19XFB5F56CE001525	R-6	012370	370	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415375	19XFB5F53CE001546	R-7	012371	371	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397607	19XFB5F56CE001492	R-8	013372	372	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397606	19XFB5F56CE001539	R-9	013373	373	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC SILVER	1397605	19XFB5F56CE001669	M-2	013374	374	CNG	TRANSIT
2012	ISUZU	TRUCK	ISUZU TRUCK	1415277	54DC4W1C2CS800266	M-1	012375	375	CNG	TRANSIT
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK9DU087578	A-2	313429	429	GAS	TRANSIT
2013	TOYOTA	CAMRY XLE	TOYOTA CAMARY	1393187	4T1BD1FK7DU081603	A-1	313432	432	GAS	TRANSIT
2016	MBLT	VN	MV1	1515194	57WMD2B63EM102200	S-1	314441	441	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53234	1528663	57WMD2B60EM102204	S-2	117442	442	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53235	1528664	57WMD2B62EM102205	S-3	117443	443	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53236	1528665	57WMD2B64EM102206	S-4	117444	444	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53237	1528666	57WMD2B66EM102207	S-5	117445	445	CNG	TRANSIT
2017	CHEVY	TAHOE	Transit PD		1GN5CAK3HR279892	TR	117168	168	GAS	TRANSIT
2017	FORD	EXPLORER	Transit PD		1FM5K8AR4HGC57205	TR1	117169	169	GAS	TRANSIT
2019	STRC		CUTAWAY	1578509	1FDEE4F67KDC36694		16303	303	GAS	TRANSIT

TOTAL VEHICLES: **156**

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

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

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

Part II

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

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

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT 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 due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 _____ (Title)

_____ (The "Beneficiary") and hereby
 _____ (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 _____ (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT 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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Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

Dear, Montebello City Council

Chevrolet of Montebello is pleased to participate in the "Request For Proposal (RFP) No. 22-4 Citywide Fleet Vehicle Maintenance And Repair Services" for the City of Montebello. As a respected and trusted vendor for the last 12 years, Chevrolet of Montebello has a proven track record of being a superior vehicle repair facility. Chevrolet of Montebello has the capacity to perform a full spectrum of services including (heavy line repair, vehicle maintenance, electric vehicle repair, onsite carwash & detailing, onsite electric charging stations, 1-million-dollar parts inventory, service porters to deliver/drop-off vehicles, onsite paint less dent removal, comfortable waiting lounge area equipped with gourmet coffee machine, just to name a few. In addition, Chevrolet of Montebello does have a secured second story parking, plus nighttime security.

Chevrolet of Montebello is well equipped to handle this account due to the amount of service bays as technicians available. Chevrolet of Montebello has 35 service bays along with Master Technicians and 18 ASE and Chevrolet Certified technicians. Chevrolet of Montebello will have two dedicated service advisors to service the city account. In addition, Chevrolet of Montebello has invested in state-of-the-art technology that will allow the technician to take photos of damaged parts that will be attached to pre authorized repair order. With this technology the city will be able to view and advise on repairs before any work is performed. All repair invoices can be submitted electronically and all communication can be done via recorded text message. This creates both transparency and accountability while streamlining the entire process.

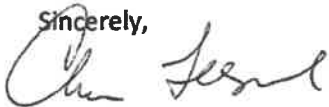
Chevrolet recently announced they will be releasing 3 brand new electric vehicles to their lineup in the next 8 months in addition to the existing Bolt and Bolt EUV. These brand-new models will be a Chevy Blazer, Equinox, and Full-size Silverado. As the City's existing fleet vehicles ages these All-Electric vehicles will be some of the best replacement vehicles in the market. The City needs to be forward thinking in terms of who will be able to handle the City Fleet account going forward to comply with State mandated EV vehicle requirements. The days of an independent auto mechanic fixing vehicles will not be able to service these All-Electric vehicles nor will they have the charging infrastructure to be able to recharge these vehicles.

You will see attached reports from General Motors that show our current technician training for our district. Secondly, you will see our 2021 Customer Service Index score from Chevrolet ranks Chevrolet of Montebello 12% points above the entire Region in both Service & Sales. Lastly, you will see our warranty repair turnaround time which Chevrolet tracks, as you can see from the report, we are turning around warranty repairs in 5 days or less 90% of the time.

Attached are pictures of our State-of-the-Art Facility, GM Training, Customer Satisfaction Scores, and Advanced Service Repair Order photos, and Chevrolet of Montebello's Training Standards.

Thank you for your consideration and we would be proud to service the City of Montebello's Fleet vehicles.

Sincerely,

A handwritten signature in dark ink, appearing to read "Christian Teague", written over the word "Sincerely,".

Christian Teague- Dealer Principal

EXHIBIT D
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

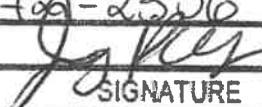
By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1
City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild	List	150 ⁰⁰	All Data Guide		
2	Engine Rebuild	List	150 ⁰⁰	All Data Guide		
3	Porter to pick-up and return car to and from Departments:	NA	NA	NA	NA	
4	Car wash and prep, prior to returning vehicle to the Transportation Department	No charge	Everytime	When Serviced		
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)	NA	NA	NA	NA	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)	NA	NA	NA	NA	
7	Annual Boom Truck OSHA inspection	NA	NA	NA	NA	
8	By-Annual complete vehicle detail which includes engine and exterior washing				\$95 ⁰⁰	Detail
<u>Note:</u> Tax is applied to all parts at the current City Tax Rate		10.25%				

Hourly Rate\$ 150⁰⁰

* Contractors, fully encumbered, hourly rate of pay for all additional work

Business Name:	Chevrolet of Montebello			DATE OF SUBMITTAL:
Address:	310 W. Whittier Blvd.			
City:	Montebello	STATE:	CA	ZIP: 90640
Phone Number:	(323) 728-9181		FAX:	(323) 728-2356
Rep. Name & Title:	JAY Blitzer Service Director			
	NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 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 the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-4.

All requests for exceptions or deviations as a result of RFP No. 22-4 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to RFP No. 22-4, 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

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	PRUDENTIAL OVERALL SUPPLY	
	Person of Contact:	JOE GARCIA	
	Phone Number:	(323)724-4888	
	E-mail Address:		
	Address:	6920 BANDINI BLVD	
	City, State, Zip Code:	COMMERCE CA 90040	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$5,000
		Award Date:	3.13.2021
Term of Contract:		2-Year Agreement	
Description of Work:		UNIFORM COMPANY	

2	Project City/Agency/Other:	REYNOLDS & REYNOLDS	
	Person of Contact:	Conor	
	Phone Number:	(800)227-5020	
	E-mail Address:	billingquestions@reyrey.com	
	Address:	P.O BOX 182206	
	City, State, Zip Code:	COLUMBUS OH 43218	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$24,000 Monthly
		Award Date:	8.28.2019
Term of Contract:		5-Year Agreement	
Description of Work:		COMPUTOR DMS / VENDOR-SUPPLIER	

3	Project City/Agency/Other:	CAL-STATE AUTO PARTS INC.	
	Person of Contact:		
	Phone Number:	(714)630-5950	
	E-mail Address:		
	Address:	1361 N. REDGUM ST	
	City, State, Zip Code:	ANAHEIM CA 92806	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$30,000
		Award Date:	2010
Term of Contract:		CONTINUOUS	
Description of Work:		PARTS DISTRIBUTOR	

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 doing 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 coverages and automobile coverages 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

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	<i>[initials]</i>
2	Letter of Transmittal	Page # 52	<i>[initials]</i>
3	Licensing, Permits, Certificates, and Taxes	Page # 12	<i>[initials]</i>
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	<i>[initials]</i>
5	References	Exhibit B	<i>[initials]</i>
6	Insurance	Exhibit C	<i>[initials]</i>
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	<i>[initials]</i>
8	Statement of DBE Participants	Exhibit E	<i>[initials]</i>
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	<i>[initials]</i>
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	<i>[initials]</i>
11	Performance Guarantee Certification	Exhibit H	<i>[initials]</i>
12	Performance Bond	Exhibit I	<i>[initials]</i>
13	Irrevocable Stand-By Letter of Credit Certificate	Exhibit J	<i>[initials]</i>
14	Bank Draft	Exhibit K	<i>[initials]</i>
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations	Page # 8	<i>[initials]</i>

Company Name:	Chevrolet of Montebello
Name of Proposer initialing document (print):	JAY BLITZER
The email address of Company Contact:	jblitzer@chevroletofmontebello.com
Signature:	<i>[Signature]</i>
Title:	Service Director
Date:	4/18/22

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Citywide Fleet Vehicle Maintenance & Repair ServicesIndemnitor(s): Chevrolet OP Montebello

(List all names)

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

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

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

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

"Indemnitor"

Name: <u>Jay Blitzer</u>	Name: _____
(Print)	(Print)
By: <u>[Signature]</u>	By: _____
(Signature)	(Signature)
Title: <u>Service Director</u>	Title: _____
Date: <u>4/18/22</u>	Date: _____

EXHIBIT D

COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

City Vehicle and Equipment Price Sheet

Item No.	Description	Parts Cost List	Cost Per Hour	Estimated Hours	Extended Total	Warranty Period
1	Transmission Rebuild	150.00	From 12-18	4200-9500	2 years	
2	Engine Rebuild	15-35	6500-10500	16500 to 25,000	3yrs/100k	
3	Porter to pick-up and return car to and from Departments:	NA	NA	NA	NA	25.000/3yrs
4	Car wash and prep, prior to returning vehicle to the Transportation Department	NA	NA	NA	NA	
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)	NA	NA	NA	NA	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)	NA	NA	NA	NA	
7	Annual Boom Truck OSHA inspection	NA	NA	NA	NA	
8	By Annual complete vehicle detail which includes engine and exterior washing	NA	NA	NA	NA	

Note: ...

Hourly Rate

150.00

* Contractors, fully encumbered, hourly rate of pay for all additional work

Business Name: Chevrolet of Montebello			
Address: 310 W Whittier Blvd.			
City: Montebello	STATE: CA	ZIP: 90640	
Phone Number: (323) 728-9181	FAX: (323) 728-2356		
Rep. Name & Title: JAY BLITZER Service Director			
NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.



MONTE-1

OP ID: 0517

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealer Protection Group/ Arroyo Insurance Services 8659 RESEARCH DRIVE Irvine, CA 92618 Kevin G. McWilliams	949-208-8550	CONTACT NAME: Kevin G. McWilliams
		PHONE (A/C, No, Ext): 949-208-8550 FAX (A/C, No): 949-208-8560
		E-MAIL ADDRESS: kmcwilliams@dpg-ins.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Technology Insurance Company NAIC # 42376
		INSURER B: Pacific Compensation Insurance
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED Montebello Auto Group, LLC
dba Chevrolet of Montebello
310 West Whittier Blvd
Montebello, CA 90640

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y		TPP1224539	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Garage Liability						MED EXP (Any one person) \$ 5,000
	Other Than Auto						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y		TPP1224539	04/30/2018	04/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ GarageLiab ☐ Auto						PROPERTY DAMAGE (Per accident) \$
						\$	
A	UMBRELLA LIAB			WUM1617035	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WA-004463-00	04/30/2018	04/30/2019	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GARAGE KEEPERS			TPP1224539	04/30/2018	04/30/2019	Limit 1,000,000
							Deductibl 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Monterey Park, Its Officers, Officials, Employees and Volunteers are named additional insured as respect General Liability when required by contract on a primary and noncontributory basis subject to all terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Monterey Park
Its Officers, Officials,
Employees, and Volunteers
320 W. Newmark Ave.
Monterey Park, CA 91754

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated 2/22/22

Dated 4/13/22

Dated 3/15/22

Dated _____

Dated 3/23/22.

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:

JAY BLITZER / ChevndCT OF Montebello

Business Address:

310 W Whittier Blvd.

Contact Person:

JAY BLITZER

Phone:

760-562-9467

Email Address:

jblitzer@chevndCTOFMontebello.com

Signature of Authorized Official:

JAY BLITZER

Signature of Authorized Official:

Typed or Printed Name:

Fixed Operations Director

Typed or Printed Name:

Title

Title

Date

4/18/22

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

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

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

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

"Indemnitor"

Name: <u>JAY BLITZER</u>	Name: _____
(Print)	(Print)
By: <u>[Signature]</u>	By: _____
(Signature)	(Signature)
Title: <u>Fixed Operations Director</u>	Title: _____
Date: <u>4/18/22</u>	Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	PRUDENTIAL OVERALL SUPPLY	
	Person of Contact:	JOE GARCIA	
	Phone Number:	(323)724-4888	
	E-mail Address:		
	Address:	6920 BANDINI BLVD	
	City, State, Zip Code:	COMMERCE CA 90040	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$5,000
		Award Date:	3.13.2021
Term of Contract:		2-Year Agreement	
Description of Work:		UNIFORM COMPANY	

2	Project City/Agency/Other:	REYNOLDS & REYNOLDS	
	Person of Contact:	Conor	
	Phone Number:	(800)227-5020	
	E-mail Address:	billingquestions@reyrey.com	
	Address:	P.O BOX 182206	
	City, State, Zip Code:	COLUMBUS OH 43218	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$24,000 Monthly
		Award Date:	8.28.2019
Term of Contract:		5-Year Agreement	
Description of Work:		COMPUTOR DMS / VENDOR-SUPPLIER	

3	Project City/Agency/Other:	CAL-STATE AUTO PARTS INC.	
	Person of Contact:		
	Phone Number:	(714)630-5950	
	E-mail Address:		
	Address:	1361 N. REDGUM ST	
	City, State, Zip Code:	ANAHEIM CA 92806	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$30,000
		Award Date:	2010
Term of Contract:		CONTINUOUS	
Description of Work:		PARTS DISTRIBUTOR	

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 doing 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 coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1**City Vehicle and Equipment Price Sheet**

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild					
2	Engine Rebuild					
3	Porter to pick-up and return car to and from Department:					
4	Car wash and prep, prior to returning vehicle to the Transportation Department:					
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)					
6	Annual Opacity Reading for all Diesel Powered Veh (identified in Contract)					
7	Annual Boom Truck OSHA inspection					
8	Bi-Annual complete vehicle detail which includes engine and exterior washing:					
Note: Tax is applied to all parts at the current City Tax Rate:		11.25%				

Hourly Rate

* Contractors, fully encumbered, hourly rate of pay for all additional work

\$.

Business Name: _____		DATE OF SUBMITTAL: _____	
Address: _____			
City: _____	STATE: _____	ZIP: _____	
Phone Number: _____	FAX: _____		
Rep. Name & Title: _____		_____	
NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

EXHIBIT D2
TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Quick Fix</i>	1-HOUR
<i>Maintenance and Repair</i>	• 80% within 24 Clock-hours • 95% within 48 Clock-hours
<i>Body and Paint Repair</i>	• Not to exceed five (5) calendar days for repairs less than \$2000.00 • Not to exceed ten (10) calendar days for repairs more than \$2000.00 <i>"UNLESS WRITTEN AGREEMENT WITH CITY."</i>
<i>New Vehicle Preparation</i>	Two-(2) business days from receipt of preparation letter.
<i>Emergency Services Response</i>	Same Business Day

EXHIBIT D3

CONTRACTOR FACILITY INSPECTION REPORT

CITY OF MONTEBELLO
CONTRACTOR FACILITY INSPECTION REPORT

CONTACT PERSON	JAY BLITZER.	PHONE NUMBER	760 562 8467
LOCATION	Chevrolet of Montebello	EMAIL ADDRESS	jblitzer@chevroletofmontebello.com
ADDRESS	310 W Whittier Blvd.		
CONTRACTOR			

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable:

CONDITION	SHOP	OFFICE	RESTROOM	LUNCH ROOM	EXTERIOR
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other – See below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY):

COMPLETION
DEADLINE

CORRECTIVE ACTION TAKEN (BY CONTRACTOR):

DATE REINSPECTION

COMMENTS (FROM CONTRACTOR)

RECEIPT OF COPY
BY:

CONTRACT PROGRAM MONITOR:



SIGNATURE



DATE

EXHIBIT D4

City Vehicles Inventory

City of Montebello

EXHIBIT D4

Vehicle Inventory as of January 2022

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2000	CHEV	TAHOE	GREEN	1426236	1GNFK13018K213783		000014	203	GAS	Admin

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	ESCAPE	FORD ESCAPE	1258164	1FMCU02Z18KA26737		000010	010	GAS	BUILDING
2008	FORD	ESCAPE	FORD ESCAPE	1258163	1FMCU02Z28KA96721		000011	011	GAS	BUILDING
2000	FORD	F-350	FORD F-350	1250166	1FTDW734500CA05940		000012	012	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258165	1FDSW134578E894572		000013	013	GAS	BUILDING

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1992	GMC	S-15	PICKUP	1508402	1GTC51427N8512335	5544	000075	075	GAS	GOLF

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1997	CHEV	EXT	PAL VAN		Duplicate - 1GAK13390KV1053860		197155	155	GAS	P.D.
1997	CHEV	ASTRO	CHEV ASTRO VAN	032636	1GNUN19W1V6121636		197157	157	GAS	P.D.
1997	KAWK	KAWK	MOTORCYCLE	DEK12	JKAKZCP21VBS15400		167163	163	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162476	2FAPF71W73KX194543		003206	336	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162477	2FAPF71W13X194544		003336	336	GAS	P.D.
2003	FORD	F-250	PICKUP	1121634	1FTND0DLX3EB815370	T2	103107	107	GAS	P.D.
2005	CHEV	TAHOE	CHEV TAHOE	1182411	1GNEG13Z48F207370	81	105219	219	GAS	P.D.
2008	FORD	TALURUS	BLUE	90JF1074	1FAPF24W70G102732		106230	230	GAS	P.D.
2008	FORD	TALURUS	GOLD	88TR221	1FAPF24W86G107326		106233	233	GAS	P.D.
2008	FORD	ESCAPE	FORD ESCAPE	1258602	1FMCU02Z48KA984619	P5	106248	248	GAS	P.D.
2011	Honda	Sonda	HYUNDAI SONATA 2.4	UC	3NFCB4AC2B1214332		115207	207	GAS	P.D.
2014	HONDA	ST1300	HONDA ST1300	3004446	JH2SC5154EK200065	M1	116151	151	GAS	P.D.
2015	FORD	EXPLORER			1FALJ1HT8FEF18075		115200	200	GAS	P.D.
2015	CHEV	PK			1GCG08E37F1171404		115202	202	GAS	P.D.
2013	HONDA	40		UMP	1H5GCU3F0T7A014010		115204	204	GAS	P.D.
2015	NISSAN	PATHFINDER			5N1AP2M67F0509037		115205	205	GAS	P.D.
2015	DODGE	Durango	DODGE DURANGO	UC	1C4HJLJG1FC127325		115206	206	GAS	P.D.
2013	HONDA	ST1300	HONDA ST1300	3004445	JH2SC5133FK00207	M2	115130	130	GAS	P.D.
2015	FORD	EXPLORER		1480751	1FMRK8AR88CA37032	1	115161	161	GAS	P.D.
2016	FORD	EXPLORER		1483763	1FMRK8ARXGCA37030	14	115163	163	GAS	P.D.
2013	FORD	EXPLORER		1493738	1FMRK8ARTEGCA37037	17	115164	164	GAS	P.D.
2015	FORD	EXPLORER		1480750	1FMRK8AR72CA37040	19	115165	165	GAS	P.D.

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City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2016	FORD	EXPLORER		1480760	1FMSKBAR6CQA37046	22	116165	156	GAS	P.D.
2016	Chevy	Malibu	Chevy Malibu	UC	1G1EESSTXCF239374		116152	152	GAS	P.D.
2016	Chevy	Malibu			1G1EESSTG0F24061		116153	153	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe C-1500			CAPT	116154	154	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe			CHIEF	115155	155	GAS	P.D.
2016	Nissan	Altima	Nissan Altima	UC			116157	157	GAS	P.D.
2016	Chevy	Express Van	Youth Services				116167	167	GAS	P.D.
2017	Chevy	TAHOE	Grey - Tahoe				117170	170	GAS	P.D.
2017	FORD		M.M.H.I.	1515051	1FMSKBAR1HGB01761		117171	171	GAS	P.D.
2018	FORD	VAN	FORD Transit Jan Van	1520635	1FT0W3C6G0K041740	J1	118172	172	GAS	P.D.
2018	FORD	EXPLORER	FORD Explorer		1FMSKBAR1JGC43513	3	118173	173	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	110175	1FMSKBANDJGC43517	10	118176	175	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSKBANDJGC43518	11	118176	176	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	1428239	1FMSKBARAJGC43519	12	118177	177	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSKBAR0JCC43520	20	118178	178	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSKBANDJCC43521	31	118179	179	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520974	1GCGSBED11306817	P-1	118180	180	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520973	1GCGSBFA711306894	P-2	118181	181	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520975	1GCGSBFA51130687	P-3	118182	182	GAS	P.D.
2018	CHEV	TAHOE	Chev Tahoe	1553212	1GMLCDE09JRG61628	S-2	118183	183	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	AF23547	1FMSK7D8SKGA6237	TR-2	153327		GAS	P.D.
2019	FORD	RESPONDER	Ford Quest cab	AF24362	1FTEW1P42KND57853	23	153311		GAS	P.D.
2020	FORD	EXPLORER	FORD Explorer	7001933	1FMSKBABJLGC43643	9	10344		GAS	P.D.
2020	HONDA	ACCORD	Honda Accord		1HGGV1F14LA110573		10382		GAS	P.D. - Detective
2021	FORD	EXPLORER	Ford Explorer		1FMSKBAD3MG407175	2	15373		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FMSKBAD3MG407176	3	15374		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FMSKBAD3MG407177	9	15375		GAS	P.D. - Patrol
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMSKBABZ4MUA01983	C1	15376		GAS	P.D. - Cadet 1
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMSKBABZ4MUA0539	C2	15377		GAS	P.D. - Cadet 2
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMSKBABZ4MUA0504	C3	15378		GAS	P.D. - Cadet 3
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMSKBABZ4MUA01521	C4	15379		GAS	P.D. - Training
2021	FORD	ESCAPE	Ford Escape Hybrid	UC	1FMSKBABZ4MUA07310		15380		GAS	P.D. - Evidence
2021	HONDA	PILOT	Honda Pilot Silver		5FNYF8H15MB013769		15381		GAS	P.D. - Detective
2021	CHEVY	TRAVERSE	Chevrolet Traverse	UC	1GNFR1KW6M127524		15383		GAS	P.D.
2021	CHEV	SILVERADO	Chevrolet Silverado		1GCPWCE09M2195754		10384		GAS	P.D.

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EXHIBIT DA

City of Montebello
Vehicle Inventory as of January 2022

2004	MITSUBISHI	FUSO	BOX TRUCK		JH6AKE1H5RLD0018		194290	209	GAS	P.D.
2005	TOYOTA	CAMRY LE	GREEN	N/A	4T1BF32K030543181		100291	291	GAS	P.D.
2005	FORD	EXPLORER	WHITE	5MQA539	1FMZL62E35JA32203	P1	105200	260	GAS	P.D.
2008	FORD	ESCAPE	GRAY	1257322	1FWCM02Z78KAJ3163		105273	273	GAS	P.D.
2009	CHEV	SUBURBAN	BLACK	N/A	1GN1PC15D067105057		100205	205	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	JH2SC51789 K000203	M1	105294	294	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	F		100206	206	CAS	P.D.
2010	FORD	CROWN VIC	CROWN VIC	1337844	2FABP7B6XK107057	T1	105297	297	GAS	P.D.
2011	TOYOTA	CAMRY LE	TOYOTA CAMRY LE		4T1BF35K88R209101		111155	155	GAS	P.D.
2012	TOYOTA	HIGHLANDER	TOYOTA HIGHLANDER	LC	5TDJCK3E4KCS073040		112166	166	GAS	P.D. - LEASED VEH
2012	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2D2DR209421	31	113186	186	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2T8D6G113901	DET	113130	130	GAS	P.D. - LEASED VEH
2013	FORD	TAURUS	FORD TAURUS	1341891	1FAHP2F85D6120180		113151	151	CAS	P.D. - LEASED VEH
2013	CHEV	CAPRICE	CHEV CAPRICE	1397885	EG1MKR25D0L82M443	13	113153	183	GAS	P.D.
2013	CHEV	CAPRICE	CHEV CAPRICE	1397580	EG1MKR25D0L82M442	15	113154	154	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2F85D6120206		113167	167	GAS	P.D. - LEASED VEH
2013	CHEV	TAHOE	CHEVY TAHOE		1GNLC2D2DR209421	K9-1	114160	160	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS	1340660	1FAHP2F85D6113270		113200	200	GAS	P.D. LEASED VEH
2014	CHEVY	TAHOE	CHEVY TAHOE	1397679	1GNLC2D2DR209421	K9-2	114161	161	GAS	P.D.
2014	FORD	TAURUS	CHEVY TAHOE		1FAHP2F85D6120444		114162	162	GAS	P.D.
2014	FORD	EXPLORER	GREY FORD EXPLORER		1FMOK708ZGM40934		114163	103	GAS	P.D.
2014	FORD	TAURUS	DARK BLUE FORD TAURUS		1FAHP2F84EG124042		114164	164	GAS	P.D.
2014	FORD	TAURUS	SILVER FORD TAURUS		1FAHP2F84EG124043		114165	165	CAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397734	EG1MKR25D0L82M443	16	114167	167	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397736	EG1MKR25D0L82M443	06	114169	169	GAS	P.D.
2014	Chevy	SILVERADO	Chevy Silverado		3GCPRECEC2000017		114170	170	GAS	P.D.
2014	FORD	TAURUS	FORD TAURUS	1399067	1FAHP2F85EG124043		114201	201	GAS	P.D. LEASED VEH

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	UNIT#	CITY VEHICLE #	LAST3	FUEL	ASSIGNED TO
2008	FORD	RANGER	MINI TRUCK	1250274	1FTYR14D38PMA3550		000029	029	GAS	PLAN CODE ENF
2008	FORD	ECONOLINE	FORD VAN	1250361	1FMSK31LX80M45962	1	000541	041	GAS	PARKS
2008	FORD	ECONOLINE	FORD VAN	1250362	1FMSK31LX80M45961	2	000542	042	GAS	PARKS
2009	FORD	EXPEDITION	FORD EXPEDITION	1170535	1CMFU16L3L10373		000067	007	GAS	PARK TANGER
2013	TOYOTA	CAMRY	TOYOTA CAMRY	1393225	4T1B01FK2J040791	S-5	313431	431	GAS	Parks
2013	TOYOTA	CAMRY	TOYOTA CAMRY	1393226	4T1B01FK1D0087946	S-4	313420	430	GAS	Planning & Comm. Dev.

EXHIBIT D4

CITY OF MONTBELLO
Vehicle Inventory as of January 2022

2018	FORD	F250	CNG - PICKUP	A628521	1FTBF2A68JED06506		16321	CNG	PARKS
2016	FORD	F250	CNG - PICKUP	A628112	1FTBF2A68JED06506		16322	CNG	PARKS
2019	FORD	F350	DUMP TRUCK	165798E	1FD0RF3G6KKEE37279		16368	GAS	PARKS
2019	FORD	F350	REGULAR PICKUP	1456473	1FTBF3A68KKEE5347		16370	GAS	Tree Dept.
2019	FORD	F350	DUMP TRUCK	1568547	1FD0RF3G6KKEE35109		16387	GAS	Tree Dept.
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25870	1FMCU0E2ZMUA5317		16389	GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25837	1FMCU0E2ZMUA50029		16390	GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR51360	1FMCU0E2ZMUA5310		16391	GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR55X70	1FMCU0E2ZMUA50038		16392	GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR19091	1FMCU0E2ZMUA59402		16399	GAS	Planning/Code Enforcement

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	FUEL	AS SHOWN TO
1993	INTL	SEWER JET	CHIPPER TRUCK	1309461	1HT3D3P6P67H470550		093095	GAS	STREETS
1995	CHEV	1 TON	VAN	1140076	1G2HC35K3TF100394		006123	GAS	STREETS
1996	CHEV		VAN	377409	2GCEC19K2P1150892		095090	GAS	STREETS
2001	INTL	SEWER JET	SEWER JET TRUCK	1032510	1HTG8AA11H356809		001124	DIESEL	STREETS
2001	CHEV	1 TON	UTILITY	1060208	1GJLGC3B121F211017	22000	001125	DIESEL	STREETS
2008	FORD	RANGER	MINI TRUCK	1258273	1FTYR14D18RAJ3857		008028	GAS	STREETS
1993	CMC	1 TON	VAN	349400	1GT6C39F8J736095		093089	DIESEL	STREETS
1994	CHEV	SILVERADO	PICKUP	349405	2GCEG19K1R1307616		708631	GAS	STREETS
2001	CHEV	S-10	PICKUP	1085150	1GDCS14W11E217233		001133	GAS	STREETS
2004	FORD	RANGER		1104493	1FTYR14J94PA90130		061214	GAS	STREETS
2008	CHEV	C3500	DUMP TRUCK	1258275	1FTYR14D58RAJ2850		008027	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334015	1CBKCT4K7RE152474		009125	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334046	1CBKCT4K49E153016		009127	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1CBKCT4K49E132290		009045	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334014	1CBKCT4K49E152842		000964	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1CBKCT4K49E152356		009065	GAS	STREETS
2019	FORD	F250	CNG - PICKUP	1567956	1FTBF2A68JED06503		016324	CNG	STREETS
2019	FORD	F350	DUMP TRUCK	1568947	1FD0RF3G6KKEE35109		016327	GAS	STREETS
2019	FORD	F350	DUMP TRUCK	1465473	1FTBF3A68KKEE5347		016279	GAS	STREETS
2019	FORD	F350	Arrow Board Pickup	1025718	1FTBF3A68KKEE5348		062780	GAS	STREETS
2019	FORD	F350		1545903	1FD0RF3A67KEE25549		16382	GAS	STREETS
2019	FORD	F350		1568855	1FD0RF3G6KKEE37278		016269	GAS	STREETS
2019	FORD	F350		1560070	1FD0RF3G6KKEE37279		016080	GAS	STREETS

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2019	FORD	F350		1345504	1FD0F3460KCE235566		10204		GAS	STREETS
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YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	300	FORD 300	1206022	1FAFP241950130237	A-1	056448	448	GAS	STREETS
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1353220	4T1B01FK0D003402	S-2	373420	420	GAS	PUBLIC WORKS

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1994	CHEV	CREW CAB	Service Truck	377436	1GBJG34H0MC261141	M0	054409	409	GAS	TRANSIT
1998	CHEV	C-3500	CHEV C3500	052677	1GBJG34F7WFD37388	M4	058412	412	DIESEL	TRANSIT
2004	CHEVY	BLAZER	BLACK	New 1400590	1GNK2510004K112240		034030	030	GAS	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415373	19XFB5F51CE000508	R-1	012365	365	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415372	19XFB5F61CE001078	R-2	012366	366	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415370	19XFB5F5XCE001076	R-3	012367	367	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415371	19XFB5F52CE001019	R-4	012368	368	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415359	19XFB5F57CE001551	R-5	012369	369	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415374	19XFB5F36CE001325	R-6	012370	370	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415375	19XFB5F53CE001546	R-7	012371	371	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1357607	19XFB5F66CE001482	R-8	012372	372	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1357608	19XFB5F36CE001309	R-9	012373	373	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC SILVER	1357605	19XFB5F56CE001559	M-2	012374	374	CNG	TRANSIT
2012	ISUZU	TRUCK	ISUZU TRUCK	1415277	540C4WV1C2C5800260	M-1	012375	375	CNG	TRANSIT
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1353220	4T1B01FK0D003402	A-1	313430	420	GAS	TRANSIT
2013	TOYOTA	CAMRY XLE	TOYOTA CAMARY	1353187	4T1B01FK0D003402	A-1	313432	432	GAS	TRANSIT
2016	MBLT	VN	MP1	1515104	57WMD2B63EM102200	S-1	3M441	441	CNG	TRANSIT
2016	MDLT	VN	MP1 - 53234	1520003	57WMD2B63EM102204	S-2	117442	442	CNG	TRANSIT
2016	MDLT	VN	MP1 - 53235	1520054	57WMD2B63EM102205	S-3	117443	443	CNG	TRANSIT
2016	MDLT	VN	MP1 - 53236	1520003	57WMD2B63EM102206	S-4	117444	444	CNG	TRANSIT
2016	MDLT	VN	MP1 - 53237	1520055	57WMD2B63EM102207	S-5	117445	445	CNG	TRANSIT
2017	CHEVY	TAHOE	Tahoe PO		1GN8C4K034R275952	TR1	117168	168	GAS	TRANSIT
2017	FORD	EXPEDITER	Transit PO		1FT8K1BA08H00257005	TR1	117169	169	GAS	TRANSIT
2019	BTMC		CUTAWAY	1578509	1FDEA4F67KDC36594		15303	303	GAS	TRANSIT

TOTAL VEHICLES: 156

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

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

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

Part II

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

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

EXHIBIT G

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The Chevrolet OF Montebello 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 Chevrolet OF Montebello 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] Fixed Operations Director
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] Fixed Operations Director. Date 4/18/22
Signature of Attorney

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:

N/A Performance Bond
N/A Irrevocable Stand-By-Letter of Credit

Contractor's Name:

Chevrolet of Montebello

Authorized Signature:

[Signature]

Title:

Service Director / Fixed operations Director

Date:

4/18/22

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Chevrolet of Montebello

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
and

Will be provided with Agreement

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT 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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ATTACHMENT D

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3990 WITH SHAK ENTERPRISES, INC. DBA MONTEBELLO TIRE PROS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 8, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and SHAK ENTERPRISES, INC. dba MONTEBELLO TIRE PROS (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, the 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 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; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated January 27, 2022 ("RFP No. 22-4"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND 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. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated May 30, 2022, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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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. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated May 30, 2022 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR 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. CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred Thousand Dollars (\$100,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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 **June 8, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The 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.

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c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR 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 CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR'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.

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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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the 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 the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The 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 the CITY shall be employed by the CONTRACTOR 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 CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the

PROFESSIONAL SERVICES AGREEMENT NO. 3990

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CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR 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 CONTRACTOR. If this Agreement remains in place, the CONTRACTOR 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 CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the

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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 CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

b. If the CONTRACTOR maintains higher limits than the minimums shown

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above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, 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 CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

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

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 CONTRACTOR 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 CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The 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.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its

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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 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.

k. The insurance provided by the CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

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

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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 the 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

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Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

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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: Lupita Ibarra, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) libarra@cityofmontebello.com
If to Contractor:	Shak Enterprises, Inc. dba Montebello Tire Pros Attn: Steve Boyajian, President & CEO 830 West Whittier Blvd Montebello, CA 90640 (818) 968 - 9911 stephan@mytirepros.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 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. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the 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.

The CONTRACTOR 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 CONTRACTOR. The CONTRACTOR'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 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.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**SHAK ENTERPRISES, INC. dba
MONTEBELLO TIRE PROS**

René Bobadilla, City Manager

Steve Boyajian, President & CEO

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

January 27th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

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Exhibit D 1 – Price Sheet for Services

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D 3 – Facility Inspection Report

D 4 – City-Wide Fleet Composition

Exhibit E -- Statement of DBE Participants

Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension, and Other Responsibilities 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

The City of Montebello (“City”) is soliciting proposals (“Proposals”) from highly qualified Contractors (“Contractors”) to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis. It is essential that the City properly maintain its citywide fleet to ensure reliable and efficient public services are provided to the residents of the City of Montebello and neighboring communities. The services included in Request for Proposal (“RFP”), No. 22-4 (“RFP No. 22-4”), will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

As Los Angeles County continues to recover from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to select a local vendor who possesses the relevant knowledge and experience necessary for the citywide fleet vehicle maintenance and repair services.

DATE: January 27th, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL NO. 22-4
TITLE: CITY OF MONTEBELLO

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

The City is soliciting Proposals from highly qualified Contractors to provide vehicle maintenance and repair services for all city-owned and operated vehicles. The services included in RFP No. 22-4 will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

A Pre-Proposal Meeting will be held on **Tuesday, February 15, 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 receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective Proposers and posted on the City's website. Responses to questions or comments regarding RFP No. 22-4 provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, March 24, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 22-4. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to

participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 22-4, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

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

Name: Adrianna Kendricks
 Title: Acting 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	January 27 th , 2022
Pre-Proposal Meeting	Tuesday	February 15 th , 2022
Deadline to Submit Questions	Thursday	February 24 th , 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	March 8 th , 2022
Deadline to Submit Proposals	Thursday	March 24 th , 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of April 11 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 52	
3	Licensing, Permits, Certificates, and Taxes	Page # 12	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Stand-By 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):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 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 the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-4.

All requests for exceptions or deviations as a result of RFP No. 22-4 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 22-4, (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 RFP No. 22-4, 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 documents in RFP No. 22-4. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the agreement ("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 RFP No. 22-4 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 RFP No. 22-4, the Proposer shall notify the City's Point of Contact 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 previously mentioned addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **3:00 PM, Thursday, February 24, 2022**. No questions will be answered individually by the City.

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

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

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

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

DEFINITIONS

Proposer/Vendor/Contractor	Any manufacturer, firm, company, or agency providing services, equipment, software, or supplies for this RFP.
User Department	The various City departments utilizing the services, provided under this contract from Contractor.
Customer Vehicle Coordinator	Individual(s) assigned by a City Department to be responsible for initiating, reviewing, and approving vehicle equipment repairs, disposals, specifications, and maintenance on behalf of that user department.
City	The City of Montebello, a municipal corporation.
Contract	The final, written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which will be included with the Contract Documents.
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
RFP	Request for Proposal
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services."
City Recognized Holidays	The Holiday schedule changes each year, and therefore contractor shall obtain an annual update of recognized holidays.
Downtime/Vehicle Turnaround Time Standards	Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance work.
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Proposer to generate the results specified, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
Automotive Fleet Management Information System (AFMIS)	The Independent Service Contractor (ISC) shall have a fleet management information system that shall be used to track City vehicles, assigned to this contract, and shall include the ability to track and report the following: Preventative Maintenance, Schedule Maintenance, Parts usage, by vehicle, Parts Expenditures by Vehicle, Individual Vehicle Summary Reports, to include all these items, in addition to current mileage and department vehicle is assigned to.
Assets	This term refers to vehicles, light duty trucks, heavy duty trucks and vans
Vehicle Classification	City's vehicle classification approach (used in AFMIS to classify assets) uses the Standard Vehicle and Equipment City assigned vehicle number and manufacture type, year, and fuel type.

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to RFP No. 22-4, they shall do so on a prime-sub-Contractor-basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

CONTRACTOR RESPONSIBILITIES - GENERAL

The Contractor shall furnish all supervision and labor needed to manage and maintain the fleet in a state of repair consistent with the performance standards and service specifications identified in this Statement of Work (SOW). The Contractor shall purchase, supply, and manage inventory of materials and parts pursuant to the provision of such services. The Contractor shall be responsible for providing any tools and equipment needed to provide services. The Contractor shall be responsible for managing City vehicles, in this SOW. The Contractor will be required to provide maintenance and repair services to vehicles as needed within the City.

SUPPLIES, MATERIALS, EQUIPMENT AND/OR SERVICES

It is hereby agreed that the Contractor shall provide the supplies, materials, equipment, and/or equipment in conformation with these General Specifications, any and all Special and/or Technical Specifications detailed in the Scope of Work Section contained in this proposal package.

WARRANTIES AND GUARANTEES

The Contractor will deliver to the City, along with the supplies, materials, equipment, and/or services, all supplier's and manufacturer's warranties and guarantees covering the "requirements" provided under the contract.

The Contractor shall make the following warranties concerning the "requirements":

- They shall conform to the specifications.
- They shall be of good material and workmanship and be free from defects and be functionally acceptable.
- They shall be suitable for their intended use(s).

They shall not infringe upon any United States or foreign patent. In providing them, the Contractor shall have complied with applicable Federal, State, and local laws and regulations.

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City. In addition, none of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of the City.

The Contractor, at its own expense, shall secure all permits and licenses necessary to the performance of the contract. Failure to do so constitutes grounds for termination of the contract.

The Contractor shall, at its own expense, obtain and pay premiums for any required insurance(s) for the operation of its services. Proof of insurance coverage must be made available to the City.

SERVICE AGREEMENT GUARANTEE

- Furnish services described in the solicitation and resultant agreement at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
- Enter upon the performance of services with all due diligence, and assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents.
- All services to be inspected or reviewed by a representative of the City or designated agent at any reasonable time and place selected by the City. The City will be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the agreement.
- Stipulate that the presence of a representative of the City as a Quality Assurance Inspector will not lessen the obligation of the Contractor for performance in accordance with the agreement requirements, or be deemed a defense of the part of the Contractor for infraction thereof. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the agreement documents. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material. Notification of an omission of failure will be documented by the City.

INTENT/OBJECTIVE AND GOALS

The City intends to establish cost and performance standards for fleet maintenance with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. The City has determined a fee of one hundred dollars (\$100.00) per day, per incident, will be assessed against the Contractor for each discrepancy which is not corrected within three (3) days of notification to the Contractor.

- **Vehicle and equipment reliability - <1 breakdown/25,000 miles of service**
- **Completion performance - 100% of all work orders (WO) done on schedule**
- **Unscheduled repair performance - 2% of all repairs returned for same work again**
- **Parts inventory and availability - No vehicle shall set more than 3 days because of lack of parts: written approval required**
- **Quality of workmanship - 100% of all repairs completed satisfactorily**
- **Computerized maintenance software - all information will be available on electronic medium; monthly reports due the 10th**

- a. Product and Labor Warranty - Contractor will submit all warranty claims within 30 days and credit the City.
- b. Police Patrol Units - no more than three (3) patrol units on hold at any given time; written approval required.
- c. Achieve a maintenance and repair turnaround rate of less than 24 clock-hours 80 percent of the time and a turnaround rate of less than 48 clock-hours 95 percent of the time
- d. Provide excellent overall customer service
- e. Achieve a high standard of fleet safety and reliability
- f. Create a fleet maintenance environment where the City's Independent Service Contractor (ISC) will be the fleet maintenance service provider of choice.
- g. Minimize fleet management maintenance and repair cost and therefore, overall fleet cost and costs to the City.

The City intends to conduct a two-step procurement for these fleet repair management and maintenance services. Step one (1) is evaluation of the written submittal and oral interview response to this RFP. Step two (2) is negotiation of the final agreement with the qualified Respondent whose proposal is ranked the highest.

The City expects the final agreement to be similar to and include all the work elements of the Statement of Work within this RFP. The City may elect to conduct oral presentations to clarify any uncertainties in the proposal. Oral presentations may be required by senior management of the contractor who have the ability to answer all questions regarding their proposal within **thirty (30) days** after receipt of bids.

PERFORMANCE OF WORK

These specifications intend to provide only services that meet the standard of care of similar contractors performing similar services in the same or similar locale. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not explicitly 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.

TIME AND CONSIDERATION

If the Contractor fails to make delivery of the supplies, materials, equipment and/or services within the specified time, or fails to perform any of the other provisions of this contract, the City has the right to terminate the contract for default. If in the opinion of the City, the failure to deliver results from supplier negligence to perform as specified, the liquidated damages clause, may be enforced.

All disputes that might arise under this contract and cannot be resolved between the Contractor and the City will be handled through the Purchasing Agent's Office.

If, in the opinion of the City, it is the best interest of the City to terminate the contract, for convenience, the City agrees to only pay for supplies and/or services delivered or performed by the Contractor at time the Contractor is made aware of the termination notice.

Any such termination notice shall be affected by delivery, to the Contractor, of a notice of termination specifying the extent of performance under the contract being terminated and the effective date of termination.

LIQUIDATED DAMAGES

In the event that the supplies, materials, equipment, and/or services are not delivered and/or performed by the Contractor as expected, a liquidated damage provision in the sum of the difference in cost for the City to acquire the supplies, materials, equipment, and/or services from an outside source plus administrative fees will be deducted from the next order to the winning Proposer of the original contract. However, any delay in delivery of supplies, materials, or equipment and/or services shall not initiate the liquidated damages provision of the contract if the delays are determined by the City to be beyond the control of the Contractor.

Definition of delays beyond the control of the Contractor: Delays can include, but are not limited to, disaster declaration by Acts of the Government of the United States; Government of the State of California; Government of the City of Montebello (in either its sovereign or contractual capacity): guarantee restrictions; and strikes. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If delays are caused by the default of a subcontractor(s), the assessment of damages against the Contractor shall apply.

AWARD OF CONTRACT

The Agreement 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 to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

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

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

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No Agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 7 – Form of Contract [Sample]) and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the

City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

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

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

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

EVALUATION OF PROPOSALS

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

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City 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.

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

- The Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example, a sample certificate with another agency, or a statement that the Proposer can meet the insurance requirements in the RFP should be attached to the proposal.
- The Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
TOTAL		75 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(25 points)**. All other Price Proposals will be scored as follows:

$$\text{Proposer Price Score} = \text{Best Price Proposal} \times 25 \text{ (Total Points Available for Price Evaluation).}$$

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.
- (b) Contract Termination: The City may terminate any resulting Agreement for convenience at any time by giving the Contractor written notice thereof. Upon termination, the City shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the City 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, the City 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 Agreement, and does not within ten (10) days, thereafter, cure such breach of violation, the city may immediately terminate the Agreement for default. The Contractor shall be liable for any and all costs incurred by the City as a result of such default.

BOND REQUIREMENTS

Bid Guarantee

During the proposal submission, 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 total bid price.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 10% of the Contract value is required by the City to ensure faithful performance of the Contract. 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 Contract 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 10 percent or more 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 City will only accept the Irrevocable Stand-By Letter of Credit 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 10% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

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

Payment Bonds

A Labor and Materials Payment Bond the amount of 10% of the Contract value must be furnished by the Contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

PARTS OPERATION

Procuring, Stocking, and Issuing of Parts

Parts Inventory

The Contractor shall procure, stock, and furnish all new parts, materials, supplies, and fluids required for the operation and maintenance of all City vehicles in accordance with parts management practices acceptable to the City and meeting all relevant OEM and City standards/specifications.

Parts Ownership

All parts shall remain the property of the Contractor or the Contractor's supplier until such time as they are used to repair or replace a defective part or component on a City vehicle.

Parts Management

The Contractor shall issue/charge all parts, material, and labor hours in the Contractor's AFMIS, on all repairs/work performed on City vehicles.

Cannibalization of Parts

The Contractor shall not cannibalize parts from City vehicles for use on other vehicles, without the prior written approval of the City's Project Manager (PM). Upon the City's request, the Contractor must return replaced parts to the City.

Parts Costs

At times, the City has market-favorable pricing concerning parts, tires, etc., through its procurement contracts, and/or GSA schedule pricing. The Contractor may be granted permission to purchase parts through the City's channels if the Contractor so desires. Furthermore, if conditions or pricing warrants, the Contractor shall make every effort to purchase certain parts from the City's contract or the GSA and National Joint Powers Alliance (NJPA) contract whenever a cost saving exists.

Quality of Parts to be furnished

Parts used to maintain and repair the fleet must be equivalent to or exceed the specifications of OEM. However, if the OEM has updated the quality of the parts for current production, parts supplied under this contract must be equivalent to or exceed the updated quality.

Note: The City reserves the right to exclude the use of specific part brands or specific components on City vehicles.

City vehicles under warranty and/or emergency and first responder vehicles (e.g., Police and Fire) that have failing or defective parts shall be replaced with the OEM. For instance, defective or failing parts of Ford, GM, or Dodge shall only be replaced with genuine OEM genuine Ford, GM, or Dodge parts only.

Tires

The Contractor shall ensure comprehensive tire services that include, but are not limited to, tire replacement, repair, inspecting, balancing, and field tire services. All tire replacements are to be new tires of the same size, type, load, wear, and traction ratings as provided by the OEM unless otherwise approved in writing by the City.

The Contractor shall follow all OEM tire repair guidelines for City vehicles and must have a tire repair

process in place from the OEM of the tires. All emergency vehicles do not qualify for any tire repair and must be replaced with a new tire. The Contractor shall be responsible for all tire repairs that cause damage to a vehicle.

The Contractor shall obtain three quotes for all tires used on City Vehicles and retain on file for each vehicle affected, or use City contracts. There shall be instances that the Contractor may only purchase tires from a specific OEM, for example, Police Cruisers, and therefore must document this practice and discuss it with the PM.

Note: Tires on all emergency and first responder vehicles which are discovered to have met the useful life and/or damaged in the day-to-day operation (e.g., Nail, collision, alignment issues, etc.,) shall be replaced with new tires that are designed for emergency and first responder vehicles to meet the particular vehicle application and size designated by the vehicle OEM. Any new tires replaced on any one axle requires the replacement of both tires on that specific axle. The tires that have been removed from the emergency and first responder vehicles must be inspected for reuse on applicable City vehicles with the same tire requirements based on vehicle OEM specifications. The Contractor must be confident and perform a safety inspection to ensure the reuse of the emergency and first responder vehicles' tires are safe to operate on City vehicles.

Rebuilt/Remanufactured Parts

Rebuilt/remanufactured parts must conform to the OEM's reconditioning tolerances and the warranty shall be tracked and monitored to ensure that the City is not charged for any warranty part which was found to meet the warranty guidelines of the specific part/component that failed during the warranty period.

FACILITIES AND EQUIPMENT

City Facilities

The City has multiple departments that retain City vehicles; the Contractor shall ensure that the vehicles are free of leaks (oil, coolant) that may impact the environment and storm drains.

Potential Safety or Environmental Hazards

The City does not warrant or guarantee against the possibility that safety or environmental hazards, or potential hazards may exist at the facilities. The Contractor will be responsible for identifying any potentially hazardous conditions caused by a City vehicle for which the contractor is responsible for, and notifying the City of these conditions as soon as possible.

Days and Hours of Operation

Contractor shall provide all services as set forth in this Contract Monday through Friday during Contractor's normal business hours. The City will be open from **7:30 a.m. to 5:30 p.m.** unless otherwise notified by the PM in writing. The Contractor is not required to perform services on City recognized holidays unless an emergency condition has been declared.

Hours for individual facilities are subject to change according to customer requirements. Any changes in facility hours will be mutually agreed upon and placed in writing by the Contractor and the PM.

Regulatory Permits/Certifications

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications necessary to provide Services pursuant to this Contract.

Supplies/Tools/Portable Equipment

Contractor shall provide, at their sole expense, all shop supplies, tools, and portable equipment necessary to perform all services set forth in this Contract.

Security & Safety

The Contractor is responsible to ensure the safe keeping of all City vehicles at facilities. Any vandalism, theft or damage to vehicles determined to be the responsibility of Contractor, by failure of safekeeping, shall be repaired at the expense of the Contractor. The Contractor's Project Manager or designated representative will provide an immediate oral report followed by a written report of any incident/accidents that occur on City property. The written report is due within twenty-(24) hours of occurrence or discovery of occurrence to the PM. The Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits, eye wash and flashlights at its facilities. The Contractor will use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

Facility Maintenance Tasks

The work performed at the Contractor(s) facilities is a reflection of the City and therefore shall maintain a positive image within the community and on behalf of the City. The Contractor shall ensure its facilities are maintained and will be responsible for housekeeping and supplies, which includes janitorial service. Maintenance services of contractor's facilities will be cared for by the Contractor as follows:

Facility Inspection

The City reserves the right to inspect all facilities operated by the Contractor in the performance of this Agreement and note any deficiencies on Exhibit D3, Facility Inspection Report. The Contractor will be provided a copy of the facility inspection report on the day of inspection and shall be responsible to rectify any deficiencies within the period specified on the report. The City will inspect the facility prior to award and yearly thereafter or sooner if Contractor is reported to be in violation of any City, County, or other governing agency as part of doing business in the State of California.

ESTIMATES**Requirement**

The Contractor will provide estimates, where appropriate, before major work is done; for example: Transmission, Engine, Differential, or other major part or component repair beyond normal preventative maintenance, and use Motor labor Time Guide or Equivalent to establish reasonable time standards.

Repairs estimates must be analyzed by the City to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the City. The City will make the final determination on replacement.

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair estimates for insurance claims, transportation of vehicle to/from repair site (when possible), repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. Contractor must document three (3) competitive estimates, if unable to get at least three (3) or more, contractor shall document the contractors it contacted for the estimates for all accident repairs. **Note:** Accident repairs shall not be included in the target cost.

Labor Times

The Contractor will utilize mechanical labor times as published by the Motor's Labor Time Guide or equivalent, with City written approval, including proper allowances for combination operations (overlaps). The Contractor will obtain City written approval prior to using labor time not published in the Time Guide. All time estimates will be entered into the Automotive Fleet Management Information System (AFMIS).

Approval

The Contractor must obtain written approval (facsimile, electronic mail or electronic signatures are acceptable) by City Vehicle Coordinator or designee on all estimates prior to performing any work outside the normal preventative maintenance, unless prior written approval is already on file. If work is performed without prior written approval such work shall be at the cost of Contractor.

Excessive or Inappropriate Estimates

In those instances, wherein the PM determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet reasonable standards, the City may seek review or negotiate with Contractor for revisions in repair costs. The City may also, at its sole discretion, send the vehicle to a neutral party that performs the same type of work that may be in question, for estimates and/or repairs. If it is discovered that Contractor is considerably escalating cost and consistently beyond independent cost analysis, which will be available for contractor review, the City reserves the right to use other sources to perform the work, and to cancel the contract for frequent excessive cost estimates.

AUTOMOTIVE FLEET MANAGEMENT INFORMATION SYSTEM (AFMIS)

- The Contractor shall have an Automotive Fleet Management Information System (AFMIS) with enough functionality to track and perform all aspects of this SOW.
- Contractor shall demonstrate and provide print outs of the features and functionality that their AFMIS can perform.
- The Contractor will open all WO in AFMIS at the time vehicles are presented for service. WO status will be updated real-time. All parts and sublet transactions will be promptly recorded in AFMIS. The WO reviewing and scheduling capabilities of AFMIS will be used to their fullest possible extent to foster timely automated notification of repair schedules to affected city departments. AFMIS will be used to notify effected city department when vehicle services have been completed and vehicles are ready to be picked up. The City will be given limited access to AFMIS, as it relates to the vehicle contract. This will allow AFMIS to deliver notifications of work-order and service completions to the person most directly involved with the daily utilization of the vehicles. Further, it will allow the effected City department to view the status of any vehicle that is in the contractor's facility for service and repair.

Safe Computer Practices

Contractor shall maintain safe computer system practices and ensure that City data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee and the Contractor will ensure that employees with passwords properly protect their usage.

Data Integrity

The Contractor will not allow any users access to programs that change or delete data without the written permission of the City. The Contractor shall follow applicable policies for adding or modifying any information relating to City vehicles in their AFMIS.

Report Provisioning

The Contractor will have ability to run reports for PM in relation to the City vehicles that shall include per-vehicle expenses, department assigned vehicle expense, total current expenses and mileage, and labor costs to include most common part/component failure of City specific vehicle or vehicles.

Monthly Report: The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not be limited to:

- Maintenance and Repair costs for the month by City Department.
- Performance reviews in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Costs for accidents and other items not included in original proposed costs.
- Number of shop orders and quick fixes.
- Number of service calls.
- Number of vehicle work-orders scheduled/completed on time.
- Downtime by category and in total.
- Cumulative records of sub-contracted work.
- Total labor hours expended.
- Total parts cost.
- Problem/accident summary.
- Goals achieved and goals for the next month

Annual Summary Report: The Contractor shall provide the City with a written annual report. The annual report shall contain a summary of the year's activities, performance standards met and unmet and other relevant information, by January 30th.

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the body of the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the body of the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the body of the SOW, PRS, the meaning apparent in the Contract and the body of the SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the body of the SOW, that apparent service will be null and void and place no requirement on Contractor.

The City shall monitor Contractor's performance under the Contract in accordance with the PRS. When the Contractor's performance does not conform to the requirements of this Contract, the City shall have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the City. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the City to

have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the City, shall be credited to the City on the Contractor's future invoice. This section does not preclude the City's right to terminate the Contract, as provided for in the Contract.

QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of defined fleet and for the upkeep of the contractor's facility(s). The program shall include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor shall provide a detailed Quality Assurance Program within thirty (30) days of approval of contract. The plan is subject to approval by the City and shall address, at a minimum, the following items before notice to proceed is issued:

- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives
- Quality Control Processes

RECORD KEEPING AND REPORTING

Contractor Records

Upon prior notice by the City, the Contractor shall provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and shall provide to the City cost verification for work.

Reference Files and Procedures

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all WO, inspection records, and supporting documentation such as towing receipts, sublet receipts and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number (VIN if appropriate), warranty information, most recent mileage, and invoice information.

AFMIS Requirements

The Contractor will utilize its own approved AFMIS to maintain an electronic record keeping and reporting system for all services performed on the City's fleet.

Ownership of Records

All reference files and procedures and all electronic data is the property of the City upon completion or termination of the contract.

CONTRACTOR PERSONNEL

The Contractor will staff facilities in such a manner as to permit it to achieve the performance standards and meet all of the other requirements of this SOW.

Selection of Personnel

Contractor's staffing plan must include all performing work referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification.

The Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Statement of Work and for determining and providing wages, salaries, and benefits for its employees. The Contractor's Project Manager and Operations Manager shall have proven technical and managerial experience in the field of fleet management, maintenance, and repair.

Changes in Personnel

The Contractor shall notify the City of changes in personnel (Project Manager and/or Operations Manager). The Contractor's proposal to change its Project Manager and/or Operations Manager must include a transition plan.

Uniforms

All employees, including porter, shall wear uniforms which shall include the Contractor's and employee's name in a visible location and a legible color and style. Uniforms are to be kept clean and in good repair. All uniforms will be provided by, and at the Contractor's expense.

TOTAL CONTRACT COST**Pricing Schedule**

Contractor pricing is set forth in Pricing Schedule, Exhibit D1. The Contractor will not invoice, and the City will not pay for any services not set forth in the Pricing Schedule, Exhibit D1, unless agreed upon by the City's designated approval authority.

Note: Contractor shall pass onto the City all promotional specials, and or discounts offered to the general public, to any and all City vehicles that are in for repair during the promotional dates/offer, for example: City vehicle in for oil change shall receive the promotional offer and include all aspects of the promotion.

Target Cost (Estimated Annual, Smog, Car Wash, Tune up)

Target Cost: The cost proposal which is the Contractor's operating budget for each year of this contract is the target cost for the initial year and shall be determined from the proposal submission. Contractor's fee for services will be based on a fully burdened labor rate and parts costs.

General Conditions of Proposal

The General Conditions of Agreement between the City and Contractor are included in this SOW.

Contractors Relationship to the City of Montebello

Contractor as an Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant, or employee of the City. The agreement will specify the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of,

or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; and despite such subcontracting the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor and will be held to the same insurance coverage etc.

Costing Methodology

Cost Proposal

The cost proposal, which shall be the Contractor's operating budget for each year of the Contract, shall include the following cost items:

- a. Hourly Rate, fully burdened
- b. Parts/supplies/outside services used to perform WO/Safety inspections.
- c. All items identified in Exhibit D1.

Mechanical Labor Hourly Rates

Contractor hourly rates shall not exceed the hourly rates stated in the Pricing Schedule. All related administrative costs shall be 100% burdened in Contractor's mechanical shop hourly rates. Contractor may subcontract at rates equal to or lesser than the Contractor hourly rates set forth in the Pricing Schedule.

Cost Savings initiatives

In addition to the Contractor's cost and fee, the Contractor shall look for and propose cost saving initiatives to the City to mitigate or offset any foreseen issues from a particular type of vehicle that the City owns or provide input on the type of vehicle that the City should consider, based on fleet use and experience with fleet and or knowledge of new technology that is new to the market.

Adjustments in the Approved Budget Changes in the Size or Mix of the Fleet

The maintenance and repair service cost may be adjusted, by mutual consent, to correspond to increases or decreases in the fleet size, or adding new vehicles in each class. These adjustments shall be as fleet composition changes, and or reviewed quarterly.

Unusual Cost

The Contractor may petition the City for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this Contract, which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

Annual Adjustments

Should the City choose to exercise future year options, the cost target, approved budget, including the Contractor's fee shall be negotiated for the second and subsequent years of the Contract.

Subcontracted Services

The Contractor will indicate on Exhibit D1, Pricing Schedule, and or supply City with actual cost of subcontracted services and identify services.

The Contractor shall be responsible for arranging, scheduling, and managing the performance of subcontracted services which cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing repairs. These outside

repairs may include transmission, engine and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall list the name and address of proposed subcontractors.

The Contractor shall use the City's current vehicle body repair and painting services contractor, which provides body work, painting, and glass replacement services. The City encourages the Contractor to utilize subcontractor located Montebello where practical and economically feasible. The City and the Contractor shall periodically and informally review the plan to ensure that the outside repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Note: The Contractor will solely accept subcontractor invoices.

Parts

The Contractor's parts pricing shall be the Contractor's actual net part cost, as described in paragraph plus Contractor's markup percentage as set forth in Exhibit D1.

Hazardous Waste Disposal Charges

Hazardous waste disposal charges are the responsibility of the contractor and shall be included in the WO/Safety Inspection charges that contractor would normally charge to all customers and or include in promotional services that contractor will pass onto the City if the vehicle is in for service during the contractor's promotion.

City's Right to Review Billing Documentation

The City reserves the right to review additional documentation to be provided upon the City's request to the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers.

CONTRACTOR'S WARRANTY

Contractor's and Subcontractor's Work Warranty

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of the City fleet to include taking the vehicle to the dealership that represents and or is authorized to perform warranty work on all equipment/vehicles under warranty, for example if it is a Ford vehicle or Chevrolet vehicle under warranty and on Ford or GM is authorized to perform repairs the contractor shall deliver the vehicle to the appropriate authorized dealer. The Contractor will seek authorization from various vehicle and equipment manufacturers to perform warranty work on city-owned equipment. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will be held harmless from payment for such work.

Contractor and all Subcontractor furnished materials, parts, and workmanship shall be free from defects for a minimum period of 12 months or 12,000 miles, whichever occurs first; except as noted below or per the original equipment manufacturer's warranty specification, whichever is greater. Any part warranties provided by the manufacturer that exceed the minimum requirements listed below shall be passed through to the City with written notification of such extended warranty made by the Contractor to PM at time of part installation.

All replacement parts purchased and installed on the City's vehicles shall receive the new warranty that is given by the parts supplier or manufacture for that particular item, for example: Installing/purchasing a

new starter may have a 3-year or lifetime warranty, and therefore it would be applied to the City vehicle it was installed on, and the contractor is expected to track all warranty.

CONTRACTOR'S CONTINGENCY PLAN

Contractor shall have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required Services by whatever means available and shall incur all related costs necessary to provide repair and maintenance services as specified in the Contract. Should Contractor fail to supply an alternate service, City shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

TRANSITION PLAN

Contractor shall provide a transition plan within fifteen (15) days of Contract execution and shall include Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary to provide the requirements specified in this SOW.

CONTINUITY OF SERVICE

Phase In - Phase Out

If upon expiration or termination of the Contract, the Contractor is not chosen to continue in its role, the Contractor shall, upon written notification from the City, provide phase-in/phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor shall be reimbursed for all reasonable transition costs, which accrue within the agreed period after contract expiration or termination. The Contractor shall cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services called for by the contract. Toward this end, the Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

SECTION 5 – QUALIFICATIONS

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

- A. List and describe a minimum of three (3) projects or experiences, similar to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Contractor shall ensure

Contractor personnel report to assigned workstations on time and that contractor facilities are staffed during established facility operating days and hours.

- C. Contractor personnel shall be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon City request.
- D. Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving.
- E. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- F. The Proposer's firm or company has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- G. The Proposer's firm or company is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws, and apprenticeship laws.
- H. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 - SCOPE OF WORK

TIME & MATERIAL SERVICES

The Contractor shall perform the following services and other related services as may be required to ensure the continuity of effective and economical operation of the City's fleet on an as-needed basis. The Contractor shall furnish all necessary supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and services in accordance with fleet management best practices and performance standards specified in this SOW. Additional repairs and services may be specially requested under an as-needed basis upon the approval of the PM. The Contractor shall be expected to provide maintenance and repair services in such a manner as to minimize disruption to the City's daily vehicular operations.

The Contractor shall use the Forecaster and Scheduler modules in the Contractor's AFMIS to schedule the corresponding services with the Manager or their designee. The Contractor shall be responsible for vehicle pick-up and delivery in accordance with the scheduled services established. The Contractor shall notify the PM or their designee prior to pick-up or delivery. Concerns related to lack of notification or constantly unavailable vehicles shall be addressed immediately to the PM to minimize further schedule interruptions.

Note: The Contractor's representative must be insured and possess a valid Class C driver's license to operate any City vehicles; a valid Class B driver's license is required to operate any heavy-duty City vehicles. In addition, the Contractor's representative must have a good driving record and meet the following criteria:

- A. Have a minimum of two years of Class C or B experience.
- B. No DMV points within the last twelve (12) months.
- C. No more than one (1) point within the last twenty-four (24) months.
- D. No failure to appear.
- E. No suspended license within the last twenty-four (24) months.

- F. No more than one (1) accident within the last twenty-four (24) months; and
- G. To provide a DMV K4 Driver's Record (K4) upon the award of contract and as requested. K4 must be recorded on file and updated bi-annually.

Downtime/Vehicle Turnaround Time Standards

The Contractor must meet and adhere to the turnaround times outlined in this SOW as required under the Turnaround Time Schedule (Exhibit D2). All maintenance and repair services must be completed within twenty-four (24) hours of the vehicle's delivery to the Contractor's maintenance facility.

No more than five percent (5%) of all vehicles shall be out of service for maintenance and/or repair services for more than forty-eight (48) hours of the vehicle's delivery to the Contractor's maintenance facility, except the following:

- **Accident, Misuse, Abuse, or Vandalism Repairs.**
Repairs cost less than \$2,000 must be completed within five (5) calendar days of estimate approval or released from the "held for investigation" classification. Repair costs \$2,000 or greater must be completed within ten (10) calendar days of estimate approval or released from the "held for investigation". The Contractor must report the noted damages of the vehicle delivered for repairs to the PM or their designee in writing by the close of the next business day.
- **Vehicles Awaiting Repair Authorization from City.**
In the event the Contractor is awaiting authorization from the City to proceed with a given repair, the calculated turnaround time accounts for the duration from the start to the completion time of the WO minus the notice to proceed period wait time. Notation of the City's authorization approval shall be recorded in the WO notes section in addition to the appropriated status codes to start and stop the clock within the AFMIS. These notes should detail the notification's date, time, name of the City's designee, proposed repair description, and estimated costs that require the authorization.
- **Major Component Failure.**
The City shall decide the total amount of time allowed for major component failure repairs. Major components include but are not limited to:
 - a. **Engines:** Engine failure due to worn rings, blown head gasket, and/or any major engine rebuilt work must meet with the following specifications:
 - Engine rebuilt must be equivalent to or exceed OEM specifications, including all OEM and common failures/concerns updates.
 - Pistons and bearings shall be replaced with new parts only.
 - Black honing shall be torque plate honed.
 - The engine shall be live run tested for reliability.
 - All rebuilt engines shall have a 3 year/100K mile warranty.
 - All Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.
 - b. **Transmissions:** Transmissions rebuilt must be equivalent to or exceed OEM specifications, including all updates to the OEM and common failures/concerns. Police Pursuit vehicles require all the latest updates and models to ensure reliability due to the purpose of service vehicles. All transmissions shall have a 3 year/100K mile warranty. In addition, all Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.

The Contractor must notify the PM or their designee in writing when a vehicle is in the Contractor's facility for more than 24 hours. The Contractor must advise the PM or their designee of the delayed reasons and the estimated time of arrival (ETA). Notation of such notification shall be recorded in the WO notes section of the AFMIS. These notes should detail the notification's date, time, name of the City's designee, delay reasons, and delivery ETA.

Comebacks, Reworks, and Rechecks

The Contractor shall perform comebacks, reworks, and rechecks, when a failure or symptom of failure relates to previous repairs and/or services performed on a vehicle by the Contractor or component thereof occurring with the warranty period.

General Vehicle Repairs

The Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible, and the quality of workmanship must be equivalent to or exceed OEM standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs. The Contractor is expected to perform all general vehicle repairs with a high level of quality, as described above. However, certain maintenance and repair services require additional attention, as described below.

Vehicle Safety and Environmental Inspections

All BIT, clean natural gas (CNG) tank, Smog, Opacity, Type 08, and any other federal, state, or local required inspections must be properly performed and documented by a suitably trained and certified inspector in accordance with the inspection and legal requirements. The Contractor shall be responsible for coordinating all inspections, maintenance, and repair services to minimize vehicle downtime and provide maximum convenience for the City.

Smog Inspections: The Contractor shall be responsible for the annual State required smog emissions testing for diesel, CNG, and gasoline engines of the City's fleet. The City's government fleet number **GD930090** shall be used when any test is conducted to allow the **Bureau of Automotive Repairs (BAR)** to receive reports of tested City vehicles. An annual report of the entire fleet must be completed with proof documentation provided. Smog inspections are required as needed. City vehicles with VIN's ending in odd numbers shall be tested in odd years; VIN's ending in even numbers shall be tested in even years.

The Contractor shall provide the PM or their designee a list of vehicles with completed smog inspections done in the first half of the year and copies of all smog certifications annually in June. All required smog inspections must be completed by the first week of December annually. The Contractor must repair and retest vehicles that do not pass the smog inspections in a timely manner to ensure all vehicles pass inspections. The Contractor must request approval for any vehicle repairs that are greater than 25% of the value of the vehicle in writing. If the Contractor does not obtain approval from the City, the Contractor may be liable for all repair costs.

Road call and Towing Services

The Contractor shall use the City's current tow service contractor, which provides road call service and towing for all City vehicles twenty-four (24) hours a day, seven (7) day per week basis, within the City of Montebello.

The City shall provide the Contractor with the phone numbers of the City's tow service contractor.

Towed vehicles shall be transported to the Contractor's service facility for repairs during the Contractor's regular business hours; to the City's Transportation Facility after the Contractor's regular business hours, located at **400 South Taylor Avenue, Montebello, California, 90640**.

Quick Fix Repair Services

The Contractor shall provide a "Quick Fix" service for repairs that can be completed in less than one (1) hour. Quick Fix services are specified in the Motor Labor Time Guide (or other industry accepted time standards reference) or as established by the PM. Quick Fix services include, but are not limited to, tire repair/replacement and minor single item repairs (e.g., replacing belts, fuses, hoses, light bulbs, and wiper blades; topping off fluids; battery diagnosis and replacement). Quick Fix services shall be continuously available during the City operating hours. All Quick Fix services shall be documented with WOs entered in AFMIS real-time.

Technical Bulletins, Warranty & Recall Work

The Contractor shall be responsible for acquiring all OEM's technical service bulletins and recall notices pertaining to all applicable vehicles in the City's fleet. The Contractor shall disseminate technical service bulletin information to all supervisors and mechanics that repair and maintain vehicles in the City's fleet in a timely manner. The Contractor shall ensure that bulletin directives are followed unless otherwise directed by the PM.

Recalls and campaigns shall be created in the AFMIS by the Contractor.

The Contractor shall administer all warranties, recalls, and campaigns for vehicles, parts, and subcontractor repairs, including reimbursement collections for such work. The Contractor must seek authorization from the OEM to perform warranty and recall services. The Contractor shall be reimbursed directly from the OEM and the City shall be held harmless from payment for such work. The Contractor must provide copies of all records, reports, and proof documentations.

Road Testing

The Contractor must conduct road or appropriate operations tests on all vehicles serviced with safety related repairs or adjustments (e.g., breaks, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by the Contractor prior to being returned to service.

The Contractor shall ensure all light bars on the City's emergency vehicles are covered prior to any on-highway use and/or operational testing.

Waste Management

The Contractor shall be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this SOW to include, but not limited to, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, batteries, and hazardous waste, according to all applicable laws and Environmental Protection Agency (EPA) regulations.

The Contractor shall provide appropriate training to the Contractor's employees and agents who work and handle hazardous materials to comply with all applicable laws and EPA regulations.

The Contractor shall develop and maintain contingency standard operating procedure (SOP) for handling a spill or other mishap on all hazardous chemicals and wastes. The SOP shall include materials' origin, use, transportation, ultimate distribution, and disposal. All disposals shall be in accordance with applicable laws and EPA regulations.

Welding and Fabrication

Welding and fabrication work related to repairs are an integral part of the service provided by the Contractor. The Contractor must provide an American Welding Society (AWS) certified welder to complete work on steel and aluminum. Additional certification requirements may be required to authorize the Contractor to provide services in the non-target category. The Contractor may subcontract these services.

Welding work included but are not limited to repairing and replacing the following: tailpipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.

Fiberglass repair and fabrication work included, but are not limited to, repairing and replacing the following: hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.

New Vehicle Preparation and Vehicle Disposal

The Contractor shall, upon request of the City, prepare retired vehicles and equipment for disposal. Preparation includes but is not limited to removing decals/logos, light bars, radio equipment, and special equipment on an as needed (time and materials) basis.

Emergency Services

The Contractor shall comply with the City's request to provide stand-by fleet maintenance and repair support during emergencies declared by the City. The City shall notify the Contractor with the details of the emergency situation and the anticipated service duration needed from the Contractor. The Contractor shall open their service center and provide services with an appropriate complement of personnel within twenty-four (24) hours of the required emergency services notification.

Note: The City shall compensate the Contractor in the event of a declared emergency at the rate and terms agreed upon.

CAR WASH & DETAILING SERVICES

Car Wash

If equipped, the Contractor shall provide car wash services at their facilities or at the approved Contractors' locations supplied by the City on an as needed basis.

City vehicles shall be washed and vacuumed after repairs and services, removing all paper mats, oils, fingerprints, etc., that may exist after services. Interior and exterior car wash services include, but are not limited to, full vehicle body wash, interior vacuuming, mirror, and glass cleaning, etc.

The initial cost shall include all cleaning, disinfecting, and other miscellaneous supplies necessary to accomplish the car wash services, whether included or contracted out.

Detailing Services

The Contractor shall offer detailing services on all vehicles on an as needed basis and shall perform detailing on all vehicles in accordance with the service interval of this SOW; scheduled every 6 months with the PM or their designee. The Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide detailing services.

The Contractor's detailing services shall include at a minimum:

- Wash all exterior surface
- Clean all interior surface

- Treat all exterior and interior plastic/rubber with applicable treatment for this application.
- Treat all tires with appropriate tire care solution
- Clean all interior and exterior windows and mirrors.
- Clean carpet and upholstery.
- Wax exterior of vehicle annually to protect the paint finish.
- Clean engine compartment, removing all dust and debris, annually, to include wash down or engine cleaning treatment to enhance visual inspection and detect any new leaks or surface potential concerns that may be hidden under debris/dirt.

Note: The Contractor shall not spray coating on the engine compartment after cleaning.

New Logos/Insignia

The Contractor shall be responsible for maintaining and installing all faded and updated City departmental decals/logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by the City.

Note: The City shall provide decals/logos; however, the Contractor must provide advanced notice, if possible, within seven (7) days, to allow the City to obtain new decals/logos that shall be used by the Contractor.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2022, by the CITY OF MONTEBELLO, a California 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 highly qualified professional Contractor to provide the CITY with vehicle maintenance & repair services for over two hundred City-owned and operated vehicles on an as-needed basis. (“Project”); and

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

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

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals (“RFP”) dated January 27, 2022 (“RFP No. 22-4”) with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Contractor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

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

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements,
- B. RFP No. 22-4;
- C. CONTRACTOR's Proposal dated [INSERT DATE]; and
- D. All other documents, including but not limited to, all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

C. 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.

D. 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.

E. 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.

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

SECTION 3. TERM.

This Agreement shall commence on, 2022 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 4. CONTRACT DOCUMENTS.

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

- A. RFP No. 22-4;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

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

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation

upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 6. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 7. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 8. CITY SUPERVISION.

CITY's Transportation Director ("Transportation Director") shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 9. TERMINATION.

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

A. **Termination for Cause.** In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten

(10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any “non-refundable” costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 12. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee, or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR’s employees or CONTRACTOR’s sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state, or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 13. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 14. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 15. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 16. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and

effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the previously mentioned 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 previously mentioned policies are in effect in the required amounts and naming CITY, its officers, agents, employees, and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 18. 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 19. 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 20. 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 21. 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 22. 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 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 23. 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 24. 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 25. 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 26. FORCE MAJEURE

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

SECTION 27. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT 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.

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 doing 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 coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D1
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1

City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild	_____	_____	_____	_____	
2	Engine Rebuild	_____	_____	_____	_____	
3	Porter to pick-up and return car to and from Departments:	_____	_____	_____	_____	
4	Car wash and prep, prior to returning vehicle to the Transportation Department:	_____	_____	_____	_____	
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)	_____	_____	_____	_____	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)	_____	_____	_____	_____	
7	Annual Boom Truck OSHA inspection	_____	_____	_____	_____	
8	By-Annual complete vehicle detail which includes engine and exterior waxing:	_____	_____	_____	_____	
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

Hourly Rate

* Contractors, fully encumbered, hourly rate of pay for all additional work

\$

Business Name: _____		DATE OF SUBMITTAL: _____	
Address: _____			
City: _____	STATE: _____	ZIP: _____	
Phone Number: _____		FAX: _____	
Rep. Name & Title: _____		_____	
NAME		SIGNATURE	

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

EXHIBIT D2

TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Quick Fix</i>	1-HOUR
<i>Maintenance and Repair</i>	• 80% within 24 Clock-hours • 95% within 48 Clock-hours
<i>Body and Paint Repair</i>	• Not to exceed five (5) calendar days for repairs less than \$2000.00 • Not to exceed ten (10) calendar days for repairs more than \$2000.00 <i>"UNLESS WRITTEN AGREEMENT WITH CITY."</i>
<i>New Vehicle Preparation</i>	Two-(2) business days from receipt of preparation letter.
<i>Emergency Services Response</i>	Same Business Day

EXHIBIT D3**CONTRACTOR FACILITY INSPECTION REPORT****CITY OF MONTEBELLO
CONTRACTOR FACILITY INSPECTION REPORT**

CONTACT PERSON	PHONE NUMBER
LOCATION	EMAIL ADDRESS
ADDRESS	
CONTRACTOR	

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable:

CONDITION	SHOP	OFFICE	RESTROOM	LUNCH ROOM	EXTERIOR
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other – See below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY):**COMPLETION
DEADLINE**

CORRECTIVE ACTION TAKEN (BY CONTRACTOR):**DATE REINSPECTION**

COMMENTS (FROM CONTRACTOR)**RECEIPT OF COPY
BY:**

CONTRACT PROGRAM MONITOR:**SIGNATURE****DATE**

EXHIBIT D4

City Vehicles Inventory

City of Montebello

EXHIBIT D4

Vehicle Inventory as of January 2022

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS ASSIGNED TO
2008	CHEV	TAHOE	GREEN	1436238	1GNFC13018R213783		008014	283	GAS	Admin

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS ASSIGNED TO
2008	FORD	ESCAPE	FORD ESCAPE	1258164	1FMCU02218KA28737		008010	010	GAS	BUILDING
2008	FORD	ESCAPE	FORD ESCAPE	1258163	1FMCU02228KA95721		008011	011	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258166	1FDWX34568EA05940		008012	012	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258165	1FDSW34578EB84572		008013	013	GAS	BUILDING

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS ASSIGNED TO
1992	GMC	S-15	PICKUP	1509402	1GTC14Z7N8512336	55444	092075	075	GAS	GOLF

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	AS ASSIGNED TO
1997	CHEV	EXT	PAL VAN		Duplicate -1GAHG39RXV1093850		197156	156	GAS	P.D.
1997	CHEV	ASTRO	CHEV ASTRO VAN	032638	1GNDM19W1VB121836		197157	157	GAS	P.D.
1997	KAWK	KAWK	MOTORCYCLE	06K42	JKAKZCP21VB515490		197163	163	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162476	2FAHP71WX3X194543		003335	335	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162477	2FAHP71W13X194544		003336	336	GAS	P.D.
2003	FORD	F-250	PICKUP	1128634	1FTNX20LX3EB85379	T2	103197	197	GAS	P.D.
2005	CHEV	TAHOE	CHEV TAHOE	1183211	1GNEC13Z45R207370	S1	105219	219	GAS	P.D.
2008	FORD	TAURUS	BLUE	6BUE074	1FAHP24WX8G102732		108230	230	GAS	P.D.
2008	FORD	TAURUS	GOLD	6BTR221	1FAHP24W88G107329		108233	233	GAS	P.D.
2008	FORD	ESCAPE	FORD ESCAPE	1258602	1FMCU022X8KD84619	P5	108248	248	GAS	P.D.
2011	Hyundai	Sonata	Hyundai Sonata 2.4	UC	5NPEB4AC2BH214932		115207	207	GAS	P.D.
2014	HONDA	ST1300	HONDA ST1300	3004448	JH2SC5154EK200065	M1	116151	151	GAS	P.D.
2015	FORD	EXPEDITION			1FMJU1HT8FEF18975		115200	200	GAS	P.D.
2015	CHEV	PK			1GCGSBE37F1171404		115202	202		P.D.
2015	HONDA	4D		UNP	1HGCR3F87FA018016		115204	204	GAS	P.D.
2015	NISSAN	PATHFINDER			5N1AR2MN6FC608037		115205	205	GAS	P.D.
2015	DODGE	Durango	DODGE DURANGO	UC	1C4RDJAG1FC127926		115206	206	GAS	P.D.
2015	HONDA	ST1300	HONDA ST1300	3004449	JH2SC5153FK300207	M2	116150	150	GAS	P.D.
2015	FORD	EXPLORER		1489761	1FM5K8AR8GGA37032	1	116161	161	GAS	P.D.
2015	FORD	EXPLORER		1489763	1FM5K8ARXGGA37050	14	116163	163	GAS	P.D.
2015	FORD	EXPLORER		1489758	1FM5K8AR7GGA37037	17	116164	164	GAS	P.D.
2015	FORD	EXPLORER		1489759	1FM5K8AR7GGA37040	19	116165	165	GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2015	FORD	EXPLORER		1489760	1FM5K8AR6GGA37045	22	116166	166	GAS	P.D.
2016	Chevy	Malibu	Chevy Malibu	UC	1G1ZE5STXGF239374		116152	152	GAS	P.D.
2016	Chevy	Malibu			1G1ZE5ST0GF240601		116153	153	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe C1500		1GN5CBK5C5GR248065	CAPT	116154	154	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe		1GN5CBK5C8GR281139	CHIEF	115155	155	GAS	P.D.
2016	Nissan	Altima	Nissan Altima	UC	1N4BL3APXGC254410		116157	157	GAS	P.D.
2016	Chevy	Express Van	Youth Services		1GAZGPF6161326855		116167	167	GAS	P.D.
2017	Chevy	TAHOE	Grey - Tahoe		1GN5CBK5C0HR365747		117170	170	GAS	P.D.
2017	Ford		M.M.H.T.	1515051	1FM5K8AR1HGB00781		117171	171	GAS	P.D.
2018	FORD	VAN	Ford Transit Jail Van	1520635	1FTBW9CM8JKB41740	J1	118172	172	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR7JGC43515	5	118173	173	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	118175	1FM5K8AR0JGC43517	10	118175	175	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR2JGC43518	11	118176	176	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	1429239	1FM5K8AR4JGC43519	12	118177	177	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR0JGC43520	20	118178	178	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FM5K8AR2JGC43521	21	118179	179	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520974	1GCGSBEA0J1306617	P-1	118180	180	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520973	1GCGSBEA7J1306694	P-2	118181	181	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520975	1GCGSBEA5J1306287	P-3	118182	182	GAS	P.D.
2018	CHEV	TAHOE	Chev Tahoe	1553212	1GNLCDEC9JR361620	S-2	118183	183	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	AF23E47	1FM5K7D85KGA96237	TR-2	16327		GAS	P.D.
2019	FORD	RESPONDER	Ford Crew cab	AF24S82	1FTEW1P42KKD57853	23	16311		GAS	P.D.
2020	FORD	EXPLORER	Ford Explorer	1601933	1FM5K8AB9LGC63643	9	16344		GAS	P.D.
2020	HONDA	ACCORD	Honda Accord		1HGCV1F14LA118573		16382		Gas	P.D. - Detective
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB3MGA07175	2	16373		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB5MGA07176	3	16374		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FM5K8AB7MGA07177	8	16375		GAS	P.D. - Patrol
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ4MUA01983	C1	16376		GAS	P.D. - Cadet 1
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA05039	C2	16377		GAS	P.D. - Cadet 2
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA04604	C3	16378		GAS	P.D. - Cadet 3
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZXMUA01521	C4	16379		GAS	P.D. - Training
2021	FORD	ESCAPE	Ford Escape Hybrid	UC	1FMCU0BZ5MUA07310		16380		GAS	P.D. - Evidence
2021	HONDA	PILOT	Honda Pilot Silver		5FN9YF6H15MB013769		16381		GAS	P.D. - Detective
2021	CHEVY	TRAVERSE	Chevrolet Traverse	UC	1GNERLKW6MJ127924		16383		GAS	P.D.
2021	CHEV	SILVERADO	Chevrolet Silverado		1GCPWCED9MZ195754		16384		GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

1994	MITSUBISHI	FUSO	BOX TRUCK		JW6AKE1H5RLD03018		194299	299	GAS	P.D.
2003	TOYOTA	CAMRY LE	GREEN	N/A	4T1BF32K33U543181		103291	291	GAS	P.D.
2005	FORD	EXPLORER	WHITE	5MQA639	1FMZU62E35UA32203	P1	105268	268	GAS	P.D.
2008	FORD	ESCAPE	GRAY	1257922	1FWCV02Z78KA03163		108273	273	GAS	P.D.
2008	CHEV	SUBURBAN	BLACK	N/A	1GNFC16088R105057		108285	285	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	JH2SC51789K600203	M1	109294	294	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002036	F		109295	295	GAS	P.D.
2010	FORD	CROWN VIC	CROWN VIC	1337844	2FABP7BV6AX107097	T1	109297	297	GAS	P.D.
2011	TOYOTA	CAMRY LE	Toyota Camry LE		4T4BF3EK8B8R209101		111155	155	GAS	P.D.
2012	TOYOTA	HIGHLANDER	TOYOTA HIGHLANDER	UC	5TD2K3EH4CS073049		112166	166	GAS	P.D. - LEASED VEH
2012	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E02DR209421	S1	113156	155	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2F89DG111981	DET	113150	150	GAS	P.D. - LEASED VEH
2013	FORD	TAURUS	FORD TAURUS	1348891	1FAHP2F85DG120189		113151	151	GAS	P.D. - LEASED VEH
2013	CHEV	CAPRICE	CHEV CAPRICE	1397585	6G1MK5R25DL820443	13	113153	153	GAS	P.D.
2013	CHEV	CAPRICE	CHEV CAPRICE	1397588	6G1MK5R23DL820442	15	113154	154	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAH2F86DG122808		113167	167	GAS	P.D. - LEASED VEH
2013	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E03ER138456	K9-1	114160	160	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS	1348868	1FAHP2F82DG113278		113200/113160	200	GAS	P.D. LEASED VEH
2014	CHEVY	TAHOE	CHEVY TAHOE	1397679	1GNLC2E08ER138419	K9-2	114161	161	GAS	P.D.
2014	FORD	TAURUS	GREY FORD TAURUS		1FAHP2F88EG124044		114162	162	GAS	P.D.
2014	FORD	EXPLORER	GREY FORD EXPLORER		1FMSK7F88EGA64934		114163	163	GAS	P.D.
2014	FORD	TAURUS	DARK BLUE FORD TAURUS		1FAHP2F84EG124042		114164	164	GAS	P.D.
2014	FORD	TAURUS	SILVER FORD TAURUS		1FAHP2F84EG124043		114165	165	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397734	6G3NS5R28EL931162	16	114167	167	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397736	6G3NS5R21EL929690	06	114169	169	GAS	P.D.
2014	Chevy	SILVERADO	Chev Silverado		3GCPCREC6EG296917		114170	170	GAS	P.D.
2014	FORD	TAURUS	FORD TAURUS	1389267	1FAHP2F86EG124043		114201	201	GAS	P.D. LEASED VEH

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	RANGER	MINI TRUCK	1258274	1FTYR14D38PA43858		008029	029	GAS	PLAN CODE ENF
2008	FORD	ECONOLINE	FORD VAN	1258261	1FMSS31LX8DA45962	1	008041	041	GAS	PARKS
2008	FORD	ECONOLINE	FORD VAN	1258262	1FMSS31L88DA45961	2	008042	042	GAS	PARKS
2003	FORD	EXPEDITION	FORD EXPEDITION	1170535	1SMPU16L63LC18579		003067	067	GAS	PARK RANGER
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393225	4T1BD1FK2DU090791	S-5	313431	431	GAS	Parks
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393222	4T1BD1FK1DU087946	S-4	313430	430	GAS	Planning & Comm. Dev.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2018	FORD	F250	CNG - PICKUP	AE82R21	1FTBF2A68JED06506		16321		CNG	PARKS
2018	FORD	F250	CNG - PICKUP	AE82R12	1FTBF2A68JED06505		16322		CNG	PARKS
2019	FORD	F350	DUMP TRUCK	1557985	1FDRF3G6XKEE37279		16268		GAS	PARKS
2019	FORD	F350	REGULAR PICKUP	1466473	1FTBF3A60KEE25347		16279		GAS	Tree Dept.
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		16287		GAS	Tree Dept.
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25B70	IFMCUOEZXMUA59317		16389		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25K87	IFMCUOEZXMUA60029		16390		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR51X60	IFMCUOEZ7MUA59310		16391		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR56X70	IFMCUOEZ8MUA59039		16392		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR19U91	IFMCUOEZ1MUA59402		16399		GAS	Planning/Code Enforcement

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1993	INTL	SEWER JET	CHIPPER TRUCK	1509401	1HTSDPPN7PH470550		093085	064	GAS	STREETS
1996	CHEV	1 TON	VAN	1140076	1GCHG35K3TF100394		096123	123	GAS	STREETS
1996	CHEV		VAN	377409	2GCEC19K2P1150892		096090		GAS	STREETS
2001	INTL	SEWER JET	SEWER JET TRUCK	1032510	1HTGBAAR11H366809		001124	124	DIESEL	STREETS
2001	CHEV	1 TON	UTILITY	1086288	1GBJC39121F211017	22080	001125	125	DIESEL	STREETS
2008	FORD	RANGER	MINI TRUCK	1258273	1FTYR14D18PA43857		008028	028	GAS	STREETS
1993	GMC	1 TON	VAN	349400	1GTGC33F4PJ726925		093089		DIESEL	STREETS
1994	CHEVY	SILVERADO	PICKUP	349405	2GCEC19K1R1307816		708631	076	GAS	STREETS
2001	CHEV	S-10	PICKUP	1086150	1GCCS14W118217233		001133	133	GAS	STREETS
2004	FORD	RANGER		1184493	1FTYR14U94PA90130		061214		GAS	STREETS
2008	CHEVY	C3500	DUMP TRUCK	1258275	1FTYR14D58PA43859		008027	027	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334045	1GBJC74K79E152474		009126	126	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334046	1GBJC74K49E153016		009127	127	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065		GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334014	1GBJC74K49E152842		009064		GAS	STREETS
2009	CHEVY	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065	065	GAS	STREETS
2019	FORD	F250	CNG - PICKUP	1567966	1FTBF2A68JED06503		016324		CNG	STREETS
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		016287		GAS	STREETS
2019	FORD	F350	DUMP TRUCK	1466473	1FTBF3A60KEE25347		016279		GAS	STREETS
2019	FORD	F350	Arrow Board Pickup	1026718	1FTBF3A62KEE25348		16270	270	GAS	STREETS
2019	FORD	F350		1545903	1FDBF3A67KEE25549		16282		GAS	STREETS
2019	FORD	F350		1568865	1FDRF3G6XKEE37278		016269		GAS	STREETS
2019	FORD	F350		1568875	1FDRF3G6XKEE37279		016268		GAS	STREETS

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2019	FORD	F350		1545904	1FDBF3A63KEE25550		16284		GAS	STREETS
------	------	------	--	---------	-------------------	--	-------	--	-----	---------

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2005	FORD	500	FORD 500	1208602	1FAFP24195G130237	A-1	005448	448	GAS	Finance
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK6DU085402	S-2	313428	428	GAS	Public Works

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1994	CHEV	CREWCAB	Service Truck	377436	1GBJC34N6RE261141	M3	094409	409	GAS	TRANSIT
1998	CHEV	C3500	CHEV C3500	052677	1GBJC34F7WF037388	M4	098412	412	DIESEL	TRANSIT
2004	CHEVY	BLAZER	BLACK	New1400550	1GNCS18X04K112250		004030	030	GAS	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415373	19XFB5F51CE000508	R-1	012365	365	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415372	19XFB5F51CE001075	R-2	012366	366	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415370	19XFB5F5XCE001026	R-3	012367	367	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415371	19XFB5F52CE001019	R-4	012368	368	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415369	19XFB5F57CE001551	R-5	012369	369	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415374	19XFB5F56CE001525	R-6	012370	370	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415375	19XFB5F53CE001546	R-7	012371	371	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397607	19XFB5F56CE001492	R-8	013372	372	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397606	19XFB5F56CE001539	R-9	013373	373	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC SILVER	1397605	19XFB5F56CE001669	M-2	013374	374	CNG	TRANSIT
2012	ISUZU	TRUCK	ISUZU TRUCK	1415277	54DC4W1C2CS800266	M-1	012375	375	CNG	TRANSIT
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK9DU087578	A-2	313429	429	GAS	TRANSIT
2013	TOYOTA	CAMRY XLE	TOYOTA CAMARY	1393187	4T1BD1FK7DU081603	A-1	313432	432	GAS	TRANSIT
2016	MBLT	VN	MV1	1515194	57WMD2B63EM102200	S-1	314441	441	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53234	1528663	57WMD2B60EM102204	S-2	117442	442	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53235	1528664	57WMD2B62EM102205	S-3	117443	443	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53236	1528665	57WMD2B64EM102206	S-4	117444	444	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53237	1528666	57WMD2B66EM102207	S-5	117445	445	CNG	TRANSIT
2017	CHEVY	TAHOE	Transit PD		1GN5CAK3HR279892	TR	117168	168	GAS	TRANSIT
2017	FORD	EXPLORER	Transit PD		1FM5K8AR4HGC57205	TR1	117169	169	GAS	TRANSIT
2019	STRC		CUTAWAY	1578509	1FDEE4F67KDC36694		16303	303	GAS	TRANSIT

TOTAL VEHICLES: **156**

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

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

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

Part II

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

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

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT 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 due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 _____ (Title)

_____ (The "Beneficiary") and hereby
 _____ (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 _____ (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT 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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Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

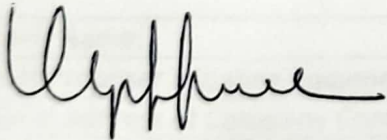
May 30, 2022

Attached to this cover letter, you shall find:

- Proposal submission checklist - 1 sheet
- Proposal with subheadings by Tire pros - 4 sheets
- Letter of transmittal - 2 sheets
- Copies of "licenses, permits, certificates & taxes" - 5 sheets
- Exhibit A - 1 sheet
- Exhibit B - 1 sheet
- Exhibit C - 1 sheet
- Exhibit D1 plus supplements - total of 4 sheets
- Exhibit E - 1 sheet
- Exhibit F - 1 sheet
- Exhibit G - 1 sheet
- Exhibit H - 1 sheet
- Exhibit I, J & K - 1 sheet

In addition to the electronic submission of above through PlanetBids.com, we have hand delivered to Rohan Anderson of the Transportation department a cashier's check in lieu of a bid bond equal to 10% of the total 3 year bid for \$621,000. The cashier's check is payable to the city of Montebello in the amount of \$62,100.

Best Regards,



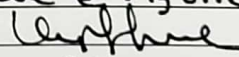
Steve Boyajian - President & CEO

SHAK Enterprises, Inc DBA Tire Pros

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	SB
2	Letter of Transmittal	Page # 52	SB
3	Licensing, Permits, Certificates, and Taxes	Page # 12	SB
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	SB
5	References	Exhibit B	SB
6	Insurance	Exhibit C	SB
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	SB
8	Statement of DBE Participants	Exhibit E	SB
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	SB
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	SB
11	Performance Guarantee Certification	Exhibit H	SB
12	Performance Bond	Exhibit I	SB
13	Irrevocable Stand-By Letter of Credit Certificate	Exhibit J	SB
14	Bank Draft	Exhibit K	SB
OPTIONAL ITEMS			
15	Requests for exceptions or deviations	Page # 8	N/A

Company Name:	SHAK Enterprises INC dba Tire Pros
Name of Proposer initialing document (print):	Stephan Boyajian
The email address of Company Contact:	steve@mytirepros.com
Signature:	
Title:	CEO
Date:	4-19-22 5/31/22

SB

INTRODUCTION

SHAK Enterprises, Inc DBA Tire Pros in Montebello is a family owned and operated automotive repair service dealer with 4 locations. The other locations are in the cities of Glendora, San Dimas & Burbank. Over the last 20 years, Tire Pros has become the preferred automotive repair destination in the city of Montebello - a distinction earned by staying true to our mission statement, "providing professional service and a hassle free experience every time".

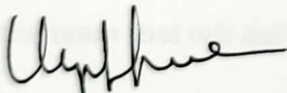
Tires – As a multi brand tire outlet through the power of Tire Pros, we are capable of handling all tire related needs. In addition to tire sales and installation, services include warranty assessments and adjustments. We are an authorized dealer of all major brands including those that offer special price structures for governmental entities under the Western States Contracting Alliance – WSCA. Frequently, this allows us to provide tires to the city of Montebello at prices below our purchase price.

Maintenance – Tire Pros also provides excellent pricing and service in the areas of brakes, suspension work, oil changes & other maintenance services including, but not limited to, belts, hoses, fluid services and other light duty repairs. Our warranty, outlined later in the document, on both parts and labor will be most comprehensive.

We appreciate the opportunity offered to re-submit a proposal to continue maintaining the city's vehicle fleet. We look forward to working with you to create a situation where the city's fleet is maintained in a professional manner without overpaying for the service – which in turn brings its contribution towards a healthier city budget.

Again, thank you.

Sincerely,



Steve Boyajian – President & CEO

SHAK Enterprises, Inc DBA Tire Pros

The Team

Below is the team dedicated to professionally and in a hassle free manner service the City of Montebello.

Steve Boyajian - is committed to make sure the relationship between SHAK Enterprises dba Tire Pros and the city of Montebello is seamless. In the industry since 1996 and CEO of Tire Pros since its founding in 2002.

Harry Boyajian - is committed to make sure that our team in the store is thorough and professional with each department and staff that we engage with. He will also make sure that the inventory levels are sufficient as well as price accuracy & integrity is maintained. In the industry since 1998 and COO of Tire Pros since its founding in 2002.

Miguel Valencia - is the store manager and the primary point of contact for all day to day activities between Tire Pros and city departments as well as staff. He is the person in charge of making sure that Tire Pros delivers operational excellence.

Jonathan Hernandez - is the lead Service coordinator between Tire Pros & the city. He will make sure that turnaround time is honored and quality assurance is delivered.

Cornelio Ornelas & Ramon Barragan - are 20 plus year veterans in the industry and long time members of the Tire Pros team. They are the lead technicians that will make most maintenance and auto repairs.

Cesar Mora Alvarado, Andres Fermin & Hector Santos - are the general service technicians who will make sure all tire installations are done professionally as well as PM services & courtesy checks.

This is the team that will deliver hassle free and professional service to the city every single day.

Warranties & Guarantees

Tire Pros will provide a comprehensive warranty on all its products and services. All work will be warrantied for a minimum period of 12 month or 12,000 mile time period on parts and labor, assuring to replace products and repair work that are not free of defect. Some parts will be warrantied for a longer period of time - some as high as a lifetime warranty.

A partial list of those products are listed below:

Battery - Tire Pros offers the Interstate brand battery, which carries a 75 month warranty, with a 24 month free replacement period. Some models even carry an 85 month warranty, with a 30 month free replacement period.

Shocks & Struts – In addition to the OEM shocks and struts, Tire Pros offer high quality aftermarket shocks & struts which carry lifetime warranty on parts in addition to the standard 12 month, 12,000 miles labor warranty. For vehicles that are kept a very long time such as those by the city, shocks could be replaced multiple times at no charge under warranty as they naturally wear and need replacement every 50,000 miles.

Oil changes (PM service) – Oil changes, in case of lack of performance due to product or workmanship, are warranted for the duration of the expected oil life. For example, a vehicle that should be serviced every 3 months or 3,000 miles, will be warranted for that time period and mileage, whichever comes first. Newer vehicles that need oil change every 5,000 or 7500 miles will be warranted accordingly.

Environmental matters

Tire Pros is committed to a cleaner environment for now and tomorrow. We play an active role by taking steps to contribute to a better and more sustainable environment. Tire Pros also makes sure that tires, oils and other fluids are disposed in an appropriate manner, compliant with the law. Minor spills and other unforeseen waste management issues have their appropriate and specific contingency plan, always in accordance to EPA and Los Angeles County Fire Department rules and regulations.

On the administrative front, Tire Pros has options for paperless invoicing and statement systems. Over time, that we will help earth by saving one tree at a time. Our computer operating system allows for the emailing of all invoices in real time to multiple email addresses. The same electronic service is available with monthly statements.

Inventory

Tire Pros will maintain an appropriate amount of inventory in tires, auto repair parts and necessary fluids, oils and chemicals. In addition to typical passenger and light truck tires, Tire Pros stocks all high speed pursuit police tires accommodating the needs of all current pursuit vehicles. As over the last decade, we will continuously update the inventory to match the changing vehicle fleet.

Additionally, Tire Pros has partnered with reputable distributors of above named products who deliver twice a day on weekdays with reasonable cutoff times. Along with the inventory stock items, Tire Pros offers all OEM products from Dodge/Chrysler, Ford, Chevrolet/GMC, Toyota and Honda quickly and priced right. That allows Tire Pros to service the fleet in an efficient manner.

Estimates & Costing

Estimates - Tire Pros uses Identifix as its labor estimating guide. While some services, such as oil

changes and brake work, will have flat labor charges in order to streamline cost for the city, all other labor charges will be based on the Identifix labor guide.

AFMIS – Tire Pros will be able to provide or train assigned city staff to view city vehicles' info in the Tire Pros AFMIS. Further, the assigned city staff will be given a private user name and password so that information can be attained by logging in via the internet as the system is internet based. That will make real time information available to the city 24 hours a day.

Tire Pros Commitments

Tire Pros believes that service is not something that should be provided only in the form of commerce. In our industry, service is a key element to success. For that reason, Tire Pros makes the following commitments at no additional cost or charge to the city of Montebello.

Employee shuttle – In case where vehicle is dropped off at Tire pros, shuttle is provided to and from work.

Dedicated work area – Tire Pros will dedicate specific work area for "city vehicles only" in order to always have space available to immediately start work on a city vehicle.

Turnaround time – For most scheduled maintenance and repair, Tire Pros commits to have vehicle ready same day and in line with the RFP.

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-4

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR 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 the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated Feb 22, 2022

Dated April 13, 2022

Dated Mar 15, 2022

Dated _____

Dated Mar 23, 2022

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: SHAK Enterprises, INC Dba Tire Pros
 Business Address: 830 W Whittier Blvd, Montebello, CA 90640
 Contact Person: Steve Boyajian
 Phone: 818-968-9911
 Email Address: steve@mytirepros.com

Signature of Authorized Official:

Typed or Printed Name:

Title

Date

Signature of Authorized Official:

Typed or Printed Name:

Title

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

CITY OF MONTEBELLO

BUSINESS LICENSE

"For Services Provided in the City of Montebello, California Only"

Business Name MONTEBELLO TIRE PROS
Business Location 830 W WHITTIER BLVD
MONTEBELLO, CA 90640
Business Owner(s) STEPHAN BOYAJIAN
HRAIR BOYAJIAN

MONTEBELLO TIRE PROS
830 W WHITTIER BLVD
MONTEBELLO, CA 90640



2021 - 2022

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

License Description TIRE & AUTO REPAIR

License Number 10705044
Effective Date September 22, 2021
Expiration Date September 21, 2022

The person, firm or corporation above named is hereby granted license to engage in, carry on, in the CITY OF MONTEBELLO, CALIFORNIA, the business trading calling, profession, exhibition or occupation described above, for the period indicated. This license is permission only, not an endorsement of license.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (323) 248-8614.

MONTEBELLO TIRE PROS :

Thank you for your payment on your City of Montebello Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: montebello@hdlgov.com or by telephone at: (323) 248-8614.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Montebello Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Montebello please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Montebello
BUSINESS LICENSE

MONTEBELLO TIRE PROS
830 W WHITTIER BLVD
MONTEBELLO, CA 90640

License Number: 10705044
Date of Issue: 09/22/2021

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

9/3/2003 SR Y AP 97-734221 00002 AA

TIRE PROS
SHAK ENTERPRISES INC.
830 W WHITTIER BLVD
MONTEBELLO, CA 90640-4736

THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

FOR GENERAL TAX QUESTIONS, PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

BOE-442-R REV. 13 (6-00)

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS

BUREAU OF AUTOMOTIVE REPAIR

Licensing Unit

10949 N. Mather Blvd.

Rancho Cordova, CA 95670-6409

AUTOMOTIVE REPAIR DEALER

If you do not receive a notice of renewal, you are still responsible for renewing your license prior to its expiration.

ARDO0229634 093022



RECEIPT NO 12360287

THIS IS TO CERTIFY THAT PURSUANT TO CHAPTER 20.3 BUSINESS AND PROFESSIONS CODE, THE FIRM NAMED IS A REGISTERED AUTOMOTIVE REPAIR DEALER.

REGISTRATION ARDO0229634

VALID UNTIL 09/30/22

BOYAJIAN, STEPHAN
PRESIDENT

TIRE PROS
830 W WHITTIER BLVD
MONTEBELLO

CA 90640-0000 CORPORATION NO 2189292

WBAXXX 05/

-- Non-Transferable - Post In Public View --

LOS ANGELES COUNTY CERTIFIED UNIFIED PROGRAM AGENCY
ADMINISTERED BY LOS ANGELES COUNTY FIRE DEPARTMENT

ANNUAL UNIFIED PROGRAM FACILITY PERMIT

Fiscal Year 2021-2022

July 1, 2021 - June 30, 2022

ISSUED TO: MONTEBELLO TIRE PROS
445 E ROUTE 66
GLEN DORA, CA 91740

LA Co. CUPA NO. AR: AR0029914

FACILITY OWNER: SHAK ENTERPRISES, INC.

FACILITY SITE ADDRESS: 830 W WHITTIER BLVD, MONTEBELLO, CA90640

THIS PERMIT IS ISSUED FOR THE FOLLOWING PROGRAMS:

Administering Agency:

LA COUNTY FIRE DEPARTMENT

LA COUNTY FIRE DEPARTMENT

Program Description:

HAZARDOUS MATERIALS DISCLOSURE PROGRAM

HAZARDOUS WASTE GENERATOR PROGRAM

**THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED
AT THE FACILITY AT ALL TIMES.**

ISSUED BY: Daryl L. Osby
County of Los Angeles Fire Chief

EXPIRES ON: October 31, 2022

The Unified Program Permit shall be valid only for the program elements at the identified locations for the identified persons, business, or business concern, and is subject to ALL REQUIREMENTS of State and local laws and regulations. The Underground Storage tank permit may be transferred to new owners of the same business upon approval of the Director of Public Works.

If you are in operation on or after July 1, 2022, your business will be responsible for payment of permit fees for the next annual billing cycle. You must contact this Department prior to this date and arrange for an inspection to verify non-operational status to cancel permit fees for the next annual billing cycle. You may continue to operate under this permit until the payment for the next billing cycle is made to this Department by the established invoice due date. Invoice due date for permit fees may vary from year to year.

Permit to Operate Air Pressure Tank

STATE SERIAL NO. A023501-16

N.B.#/SER.# 1506208

BILL TO:

ADOLPHO GOMEZ (MANAGER)
MONTEBELLO TIRE PROS.
830 W WHITTIER BLVD
MONTEBELLO CA 90640-4736



OWNER/USER:

MONTEBELLO TIRE PROS.
830 W WHITTIER BLVD
MONTEBELLO CA 90640-4736

LOCATION: STORAGE ROOM

This Permit to Operate shall be kept conspicuously posted under glass on or near the tank or at a convenient location near the tank and shall be made available to any authorized person(s). Labor Code Section 7680

Date of Inspection: 04/21/2021

This Permit Expires: 04/21/2026

This is to certify that the above described tank has been inspected, or caused to be inspected, by the Division of Occupational Safety & Health and may be operated at a pressure not to exceed 200 pounds per square inch.

Inspected By: NICHOLAS SANCHEZ

Employed By: Hartford Steam Boiler Insu

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Citywide Fleet Vehicle Maintenance & Repair ServicesIndemnitor(s): SHAK Enterprises, INC, Stephan Boyajian, Hrayr Boyajian
(List all names)

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

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

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

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

"Indemnitor"

Name: Stephan Boyajian
(Print)Name: Hrayr Boyajian
(Print)By: [Signature]
(Signature)By: [Signature]
(Signature)Title: CEOTitle: COODate: 3/29/22Date: 3/29/22

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	City of Montebello		
	Person of Contact:	Juan Hernandez		
	Phone Number:	323-246-3644		
	E-mail Address:	juan.hernandez@cityofmontebello.com		
	Address:	1600 W Beverly Blvd.		
	City, State, Zip Code:	Montebello CA 90640		
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 150,000 + annually	
		Award Date:	2012	
		Term of Contract:	expired 08/27 (monthly now)	
		Description of Work:	All vehicle repair serv.	

2	Project City/Agency/Other:	Le Chef Bakery		
	Person of Contact:	Adolfo Orellana		
	Phone Number:	323-868-2374		
	E-mail Address:	adolfo@lechef.net		
	Address:	7547 Telegraph Rd		
	City, State, Zip Code:	Montebello CA 90640		
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 250,000 annually	
		Award Date:	02/2017 (renewed 02/22)	
		Term of Contract:	5 years	
		Description of Work:	All fleet repairs	

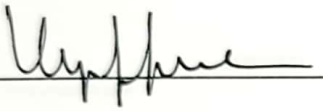
3	Project City/Agency/Other:	Southland Transit		
	Person of Contact:	Mike Petrosian		
	Phone Number:	626-443-1913		
	E-mail Address:	mikeP@southlandtransit.com		
	Address:	3650 Rockwell Avenue		
	City, State, Zip Code:	El Monte CA 91731		
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 125,000 annually	
		Award Date:	since 2015	
		Term of Contract:	No expiration	
		Description of Work:	Delivery of tires	

Exhibit C

Statement

This statement confirms that SHAK Enterprises Inc dba Tire Pros satisfies all the requirements outlined in section 16 of the RFP No. 22-4, which is also summarized in Exhibit C.

In terms of all conditions outlined in points A through F of exhibit C, SHAK Enterprises Inc will be able to carry out the requirements as defined without reservation or exclusion should SHAK Enterprises Inc be awarded a contract pursuant to the RFP.



Steve Boyajian - President & CEO

SHAK Enterprises, Inc dba Tire Pros

EXHIBIT D1

COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

EXHIBIT D1

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

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild		See	attached		
2	Engine Rebuild		See	attached		
3	Porter to pick-up and return car to and from Departments:					
4	Car wash and prep, prior to returning vehicle to the Transportation Department:					
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)				60-	
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)				135-	
7	Annual Boom Truck OSHA inspection				795-	
8	By-Annual complete vehicle detail which includes engine and exterior waxing:				150-	
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

* Contractors, fully encumbered, hourly rate of pay for all additional work

Hourly Rate
\$

Business Name: <u>SHAK Enterprises INC</u>	DATE OF SUBMITTAL: <u>5-30-22</u>
Address: <u>830 W Whittier Blvd</u>	
City: <u>Montebello</u>	STATE: <u>CA</u> ZIP: <u>90640</u>
Phone Number: <u>323-728-7274</u>	FAX: _____
Rep. Name & Title: <u>Stephan Beyegian CEO</u>	<u>[Signature]</u> SIGNATURE

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

Price Sheet (in addition to exhibit D1)

Before going into specifics and providing details on most common services as well as the specific ones requested in the RFP, we would like to note the following:

- General bid numbers are computed based on the average vehicle maintenance expenses over the last 3 years. We have separated those expenses into two categories: Maintenance expenses and Auto repair expenses. Please note that the expenses are per year. They need to be multiplied by 3 for the year term.
- Maintenance is defined as (but not limited to) oil changes, filters, brake work and tires. Auto repair is defined as typically unforeseen/breakdown such as check engine code repairs, major suspension, fuel systems, coolant systems repairs, etc. Obviously, maintenance repairs are easier to foresee, plan and budget for.
- Based on calculations of average age and miles driven of vehicles, vehicle specifications and historic cost data, we foresee an annual maintenance budget of \$126,000. That averages to a little over \$800 per vehicle for oil changes, minor maintenance, brakes and tires. We have also given consideration to the fact that the more frequently driven vehicles are newer (2019 & newer), and hence will occur less breakdowns.
- Additionally, there should be another \$81,000 budgeted for auto repair expenses beyond the maintenance expenses. That averages a little over \$500 per vehicle for unforeseen repairs.
- In total, based on the information above, we believe a total annual budget of \$207,000 (\$621,000 for the 3 years) will suffice to handle the maintenance of the vehicles as well as a reasonable amount for guestimated repairs.

Below we will dive into some specific in regards to hourly rates, flat charges for PM services, brake work, etc.

Hourly labor rate \$90 per hour.

1. Light duty (Cars, small trucks, etc.) preventative maintenance - All vehicles with up to 6 quarts of synthetic blend oil, oil filter or cartridge and labor charges including tire rotation and safety check are \$35.
2. City $\frac{3}{4}$ & 1 ton truck preventative maintenance - All vehicles with gas engines with up to 8 quarts of synthetic blend oil, oil filter or cartridge and labor charges including tire rotation and safety check are \$45.
3. Light duty (Cars, small trucks, etc.) preventative maintenance - All vehicles with up to 6

3. Light duty (Cars, small trucks, etc.) preventative maintenance - All vehicles with up to 6 quarts of full synthetic oil (including Dexos), oil filter or cartridge and labor charges including tire rotation and safety check are \$65.
4. 45 & 90 day inspections – The 45 & 90 day inspections will include a safety check to make sure all brake, suspension, tire and underhood (belts, hoses, fluids, filters, etc) are functioning in a safe manner and as designed. The total cost of this inspection would be \$25.
5. Transmission rebuild - As transmission related technology advances, it is very important to note that the cost of materials, expertise and labor vary drastically as well. In order to give a more global answer to your concerns, we will be billing the city an hourly rate of \$90 for transmission related work. As for the transmission, we will be replacing all transmissions with OEM brand new transmission at cost plus 10% markup. Total cost of transmission replacement (parts and labor) can start at \$2950. As an example, below you shall find a specific quote for a transmission on a newer Ford Explorer police unit.
Ford Explorer – Cost of transmission \$2750 and labor \$1080 (based on 12 hours at \$90 per hour). Total cost \$3830.
6. Engine Rebuild - Similar to transmissions, engines have evolved drastically as well. It is very important to note that the cost of materials, expertise and labor vary drastically as well. We will be billing the city an hourly rate of \$90 for engine related work. As for the engine, we will be replacing all engines with OEM brand new engines at cost plus 10% markup. Total cost of engine replacement (parts and labor) can start at \$3500. As an example, below you shall find a specific quote for a more expensive engine on a newer Chevrolet police unit.
Chevrolet Caprice – Cost of engine \$6495 and labor \$1350 (based on 15 hours at \$90 per hour). Total cost \$7845.
7. Brake services - Brake services can have varying prices, primarily due to a wide range of cost of parts. In order to streamline the costing of brakes, short of a special exception, most brake services will be in the range of \$175-225. These prices include brake pad, labor including resurfacing of rotors. Brake service labor will be at \$90 and the parts can range from \$80-135 range based on vehicle make and model.
8. Porter to pick up and return car to and from Departments - Tire Pros will pick up and return vehicle to and from departments. This will be done at \$0.
9. Car wash and prep, prior to returning vehicle to city department. Tire Pros shall can

provide the car wash service at \$0.

10. Annual Smog Check on all required vehicles gasoline & Diesel. Tire Pros can have the smog certification completed through one of its partner subcontractors. The cost of the smog test includes the testing and certificate. Total cost is \$60 per vehicle.
11. Bi-annual complete vehicle detail and exterior wax – total cost of service with required parts and labor will be \$150.

Tire Price Structure

The primary tire offered for most passenger and light trucks by Tire Pros would be the General/Continental and Goodyear brands under the WSCA contract #7-07-26-01 through which the city of Montebello can purchase tires and related services at attractive discounts. Those tire prices include special net tire prices for particularly popular tires including pursuit tires for all pursuit vehicles.

In Addition to the special net prices covering most vehicles, Tire Pros will offer special discounts on tires as follows:

General brand – Government Price less 20% on passenger & light truck tires

Goodyear brand – Government Price less 10% on passenger & light truck tires

Exhibit E

Statement

This statement confirms that SHAK Enterprises Inc dba Tire Pros is not a DBE participant in the RFP No. 22-4



Steve Boyajian - President & CEO

SHAK Enterprises, Inc dba Tire Pros

EXHIBIT F

Bidder's List of sub-Contractors (DBE and Non-DBE)

Part I

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Montebello Test only	Phone 323 728 7000	☒ < \$1 million	Smog Tests	☐ YES
		☐ < \$5 million		☐ NO
Address 1100 West Whittier Blv		☐ < \$10 million		If YES list DBE #:
City State ZIP Mt b, CA 90640	Fax	☐ < \$15 million		Age of Firm (Yrs.)
		☐ > \$15 million		
Name B & K muffler & Exhaust	Phone 323 725 7171	☒ < \$1 million	Muffler & Exhaust related work	☐ YES
		☐ < \$5 million		☐ NO
Address 6271 Whittier Ave		☐ < \$10 million		If YES list DBE #:
City State ZIP L.A., CA 90022	Fax	☐ < \$15 million		Age of Firm (Yrs.)
		☐ > \$15 million		
Name Garfield hand Car wash	Phone 323 724 9604	☐ < \$1 million	Vehicle wash and auto detail services	☐ YES
		☐ < \$5 million		☐ NO
Address 113 N Garfield		☒ < \$10 million		If YES list DBE #:
City State ZIP Mt b, CA 90640	Fax	☐ < \$15 million		Age of Firm (Yrs.)
		☐ > \$15 million		

EXHIBIT G

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The SHAK Enterprises, INC. certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT SHAK Enterprises, INC. 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] CEO
Signature and Title of Authorized Official

The undersigned chief legal counsel for the SHAK Enterprises INC hereby certifies that the SHAK Enterprises, INC has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

[Signature] March 30, 2022
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:

1st Preferred form Performance Bond
2nd preference Irrevocable Stand-By-Letter of Credit

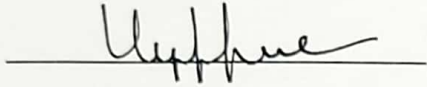
Contractor's Name: SHAK Enterprises, INC
Authorized Signature: [Signature]
Title: CEO
Date: 3/29/22

Exhibit I, J & K

Statement

This statement confirms that SHAK Enterprises Inc dba Tire Pros will satisfy all requirements laid out in the "Bond requirements" section of RFP No. 22-4

SHAK Enterprises, Inc will satisfy the requirement by providing a performance bond (Exhibit I) or an irrevocable letter of credit (Exhibit J & K) should contract be awarded.

A handwritten signature in black ink, appearing to read 'Steve Boyajian', is written over a horizontal line.

Steve Boyajian - President & CEO

SHAK Enterprises, Inc dba Tire Pros



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: **Approval of Providing Recruitment Incentives for Qualified Police Officers and Police Dispatchers**

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a program to provide recruitment incentives for qualified Police Officers and Police Dispatchers and referral bonuses to current employees; and
- 2) Take such additional, and related, action that may be desirable.

FISCAL IMPACT

Currently, the Police Department has five (5) vacant police officer positions and three (3) vacant police dispatcher positions (as of May 12, 2022). Using this number of vacancies and assuming all positions are filled by laterals, the following table provides an estimated cost of the proposed incentive program (assuming a total recruitment payment of \$10,000 per Police Officer and \$2,000 per Police Dispatcher, which is explained in greater detail in the following pages):

Police Officer	\$50,000
Police Dispatcher	\$15,000
Police Officer – Referrals	\$25,000
Police Dispatcher – Referrals	\$6,000
Total (Estimate)	\$110,000

This estimate could vary based upon personnel changes that may occur during the recruitment process – should the number of vacancies change compared to the number

Approval of Providing Recruitment Incentives for Qualified Police Officers and Police Dispatchers

Page 2 of 4

as of May 12, 2022. It should also be noted that payments to lateral employees and referring employees will be paid based upon achieving specific milestones (e.g. upon hiring, completion of training, completion of probationary employment period). As a result, incentive payments may be paid in subsequent fiscal years beyond Fiscal Year 2022-23.

It is proposed this program remain in effect until June 30, 2023 with the decision to extend the program for one (1) additional year at the City Manager's discretion.

BACKGROUND

Recruitment and retention for police officers and police dispatchers is competitive throughout the county and state and agencies are dealing with the shortage of personnel at all levels. Hiring incentives and referral bonuses have become a common practice among law enforcement agencies in and around Los Angeles County. It is imperative that the City of Montebello and the Montebello Police Department stay on trend with surrounding agencies to recruit and hire the best and most qualified candidates.

ANALYSIS

Hiring incentives would be a new recruitment tool to Montebello and the department. However, surrounding agencies have implemented similar programs. Staff researched and collected the following information:

Lateral Police Officers:

- Whittier Police Department: \$20,000 in four installments, \$5,000 upon hiring, \$5,000 upon completion of training, \$5,000 off probation and \$5,000 to referring employee
- Glendora Police Department: \$12,000 in two installments, \$6,000 upon hiring and \$6,000 off probation
- Azusa Police Department: \$15,000 in three installments, \$5,000 upon hiring, \$5,000 upon completion of training and \$5,000 off probation
- La Habra Police Department: \$10,000 in two installments, \$5,000 upon hiring and \$5,000 off probation
- Pasadena Police Department: \$8,000 in three installments, \$2,500 upon hiring, \$2,500 upon completion of training and \$3,000 off probation
- South Gate Police Department: \$5,000 at hiring
- Buena Park Police Department: \$5,000 in two installments, \$2,500 at hiring and \$2,500 upon completion of training
- Downey Police Department: \$3,000 at hiring and the employee is allowed to carry over vacation and sick hours from their prior agency

Approval of Providing Recruitment Incentives for Qualified Police Officers and Police Dispatchers

Page 3 of 4

Suggested recruitment incentives for the City of Montebello's Lateral Police after successful completion of probation:

- \$10,000 in two installments, \$5,000 at hiring and \$5,000 after successful completion of probation.
- If a lateral police officer is referred by a current City of Montebello employee (regardless of department or classification), a \$5,000 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period.

The cost to put a Police Trainee through the academy is approximately \$30,000. The Police Academy is a 24 week high stress setting that police trainees often struggle to successfully complete. Lateral officers have completed an academy and passed the probation period from their respective departments.

Lateral Police Dispatchers:

- Chico Police Department: up to base on qualifications \$20,000 in four installments, \$5,000 upon hiring, \$5,000 upon completion of training, \$10,000 off probation
- South Gate Police Department: \$6,000 in three installments, \$2,000 upon hiring, \$2,000 off training and \$2,000 off probation

Suggested recruitment incentives for City of Montebello Lateral Police Dispatchers:

- \$5,000 in two installments. \$2,500 at hiring, \$2,500 off of probation
- If a lateral police dispatcher is referred by a current City of Montebello employee (regardless of department or classification), a \$2,000 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period

The training and probationary period for new dispatchers is demanding and comes with high stress situations. Lateral dispatchers bring knowledge and experience to the department and have successfully passed training and probation with their previous departments.

The proposed program will remain in effect until June 30, 2023 and the City Manager is authorized to extend the program for one (1) additional year at their discretion.

SUMMARY

Staff recommends that the City Council approve a program to establish various recruitment and referral incentives for Police Officers and Police Dispatchers and direct staff to take such additional, and related, action that may be desirable.



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: Approval to Submit Application for the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Fiscal Year 2022 COPS Hiring Program (CHP)

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the submission of the grant application for the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Fiscal Year 2022 COPS Hiring Program (CHP); and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has invested more than \$14 billion to advance community policing, including grants awarded to more than 13,000 State, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers.

Fiscal Year 2022 COPS Hiring Program (CHP) awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry-level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a

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waiver is approved. The maximum federal share per officer position is \$125,000 cumulative over the three-year period, (not \$125,000 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

The funding opportunity is available to cities to submit a competitive grant application. The Police Department will seek funding for 4-6 additional positions. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of the agency to engage in community policing activities.

DISCUSSION

The Police Department is seeking to increase the amount of officers in order to reorient officer attention toward the community and enhance our development of community policing strategies.

The COPS Office definition of community policing emphasizes the primary components of community partnerships, organizational transformation, and problem-solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The Police Department is seeking this support from the COPS office as their focus aligns with our planned efforts. Funding will assist in the implementation the City of Montebello Community Co-Operation Program (Community Co-Op) and would also provide the necessary Police Personnel to staff the Community Relations Unit.

Approval to Submit Application for the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Fiscal Year 2022 COPS Hiring Program (CHP)

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Community Relations Officers would work in collaboration with City personnel and community stakeholders on the Community Co-Operation Program. The program was created with the mission of establishing and fostering collaborative relationships between residents, volunteers, businesses, and the City through neighborhood projects, public outreach and community engagement. The Community Co-Op Program identifies 52 distinct districts within the City that allows for targeted recognition and identification of community issues, strengths and weaknesses specific to a resident's respective district.

By identifying 52 distinct Montebello districts, the City, staff and residents collaborate with one another to improve the City as a whole by targeting or allocating direct attention to respective neighborhoods in a simpler and more efficient manner.

Currently the Community Relations Unit is staffed by one sworn officer, which is not adequate to successfully manage the Police Departments role in the Community Co-Operation Program. Grant Funding would provide the necessary resources to build the Community Relations Unit to four (4) Police Officers and one (1) Sergeant.

SUMMARY

Staff recommends that the City Council approve the submission of the grant proposal for the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), FY 2022 COPS Hiring Program (CHP).

ATTACHMENT:

- A. Attachment A – FY 2022 COPS Hiring Program Grant Solicitation

U.S. Department of Justice
Office of Community Oriented Policing Services

FY 2022 COPS Hiring Program

Assistance Listing Number #	16.710
Grants.gov Opportunity Number:	O-COPS-2022-171229
Solicitation Release Date:	April 14, 2022 12:00 PM
Version:	1
Grants.gov Deadline:	June 09, 2022 7:59 PM
Application JustGrants Deadline:	June 16, 2022 7:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) announces a competitive solicitation for applications for the COPS Office FY 2022 COPS Hiring Program (CHP). This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), State governments, Other

Other

Eligible applicants are limited to local, state, and tribal law enforcement agencies that have primary law enforcement authority. See additional eligibility details under the Eligibility section of this solicitation.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2022 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, please contact JustGrants Support via e-mail at: JustGrants.Support@usdoj.gov or by phone 833-872-5175.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

Submission Information

Registration: To submit an application, all applicants must obtain a Unique Entity Identifier (UEI) number and register online with the System for Award Management (SAM) and Grants.gov.

Submission: Completing an application is a two-step process:

Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the SF-LLL, and submit it through the [Grants.gov website](#).

Once the SF-424 has been submitted via Grants.gov, the applicants will complete the full application including providing attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "How to Apply" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at **COPS Hiring Program**. In addition to this Solicitation, the COPS Office "**How to Apply**" web page provides additional resources to help guide applicants through the process.

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website **<https://cops.usdoj.gov/>**.

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Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has invested more than \$14 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, www.cops.usdoj.gov.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Applicants will be expected to describe their community policing strategy and request the number of newly hired and/or rehired full-time sworn career law enforcement officer positions necessary to support that strategy. COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing.

FY 2022 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Funding under this program may be used for the following:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired. Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs are occurring for local economic reasons unrelated to the availability of CHP award funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to make use of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards

185

Anticipated Maximum Dollar Amount of Awards

\$6,250,000.00

Period of Performance Start Date

10/1/22 12:00 AM

Period of Performance Duration (Months)

60

Anticipated Total Amount to be Awarded Under Solicitation

\$156,000,000.00

Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under the FY 2022 CHP solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of funding.

Eligibility Information

Local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. CHP applicants must have a law enforcement agency (ie. Sheriff's Office, Department, etc.) that is operational by the close of this application or receive services through a new or existing contract for law enforcement services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Application and Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via www.grants.gov and complete an SF-424, the government wide standard application form for federal assistance and the SF-LLL Lobbying Certification Form. The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

See "How to Apply" and "Submission Date and Time" below.

Applicants are strongly recommended to register immediately on www.grants.gov. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. For technical assistance with submitting the SF-424, please contact the Grants.gov Customer Service Hotline at 800-518-4726, via email at support@grants.gov, or consult the Grants.gov Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For any attachments, please use appropriately descriptive file names (e.g., Program Narrative, Budget Narrative, Memoranda of Understanding, etc.).

Content and Form of Application

The application in JustGrants consists of a series of questions, as well as a budget worksheet. Below is a summary of the questions that applicants will be required to complete. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the questions.

- **Agency Eligibility:** See Eligibility section to ensure that your agency meets eligibility requirements.
- **Law Enforcement Agency Sworn force information:** Applicants will enter information regarding budgeted sworn force strength and actual sworn force strength employed at the time of application.
- **Civilian Staff:** The number of full- and part-time civilian positions funded in your agency's annual budget.
- **COPS-funded Officer Request:**
 - Applicants will be asked to enter the number of newly hired and/or rehired entry-level officer positions necessary to support the proposed community policing strategy. CHP awards are subject to the restrictions described in the Program Description and the Budget Worksheet section, including but not limited to: \$125,000 maximum over three years for each awarded position (not \$125,000 per year), a minimum 25 percent match requirement (unless waived), 12-month retention requirement for each officer hired, and non-supplanting requirements.
 - Requests will be capped at 20% of actual sworn force, with a maximum of 50 officers for any agency. For example, agencies with an actual sworn force of 30 will be allowed to request up to 6 positions. Agencies with fewer than 5 officers may request one position.
 - Applicants should base requests on the current needs in the three hiring categories (new hire, rehire of previously laid-off, and rehire of officers scheduled for lay-off), keeping in mind that once awarded, positions cannot be moved between the categories without prior written approval from the COPS Office.
 - Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. Under this solicitation, a military veteran is defined as a person who has served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable. The COPS Office recommends that applicants examine their internal hiring practices to ensure that an officer funded by a CHP award would meet the veteran requirement.
- **Law Enforcement and Community Policing Strategy:** COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing. The COPS Office definition of community policing emphasizes the primary components of community partnerships, organizational transformation, and problem solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime. The COPS Office developed a list of primary sub-elements of community policing. Please refer to the COPS Office Community Policing Defined publication (<https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>) for further information regarding these sub-elements.

Through a series of detailed questions requiring a narrative response, CHP applicants are required to describe how hiring additional officers will assist the applicant in implementing and/or enhancing community policing strategies. The first set of questions will examine the current policies and practices within the agency as they relate to community policing. The second set of questions will assess the proposed community policing strategy as it relates to the three primary elements of community policing.

Agencies that do not meet a minimum community policing score will not be considered for funding. The minimum community policing score reflects a basic existing commitment to community policing and a strategy to enhance or build community policing capacity.

- **Problem Area Selection:** Applicants will identify and describe one specific problem/focus area from the list below. Selection of certain problem areas will require additional narrative descriptions. Note that selection of some problem focus areas may result in additional consideration for funding (see Application Review Information.) Applicants that select those funding areas will not be allowed to change the problem areas/focus area of community policing strategies after the award is issued.

If awarded CHP funding, your organization should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in the application, and (2) how the award funds and award-funded officers (or an equal number of redeployed experienced officers) were specifically used to enhance or initiate community policing activities according to your community policing strategy contained in the question set of this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through required performance reports. If your agency's community policing strategy

changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require an explanation and request for approval.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Applicants may wish to review the COPS Office web page Building Trust at <https://cops.usdoj.gov/buildingtrust> for ideas on strategies.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach (which could include applicable task force participation) and may wish to review the COPS Office web page on Community Violence Interventions at https://cops.usdoj.gov/community_violence_intervention for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Applicants may wish to review the COPS Office web page on Combating Hate Crimes at <https://cops.usdoj.gov/hatecrimeresources> for ideas on strategies
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, and interventions related to the abuse of opioids and other substances in communities.
- **Homeland Security** – Building strong relationships with the community can prove vital to preventing acts of terror from domestic and foreign actors. This effort includes the thoughtful deployment of officers to strengthen relationships across the community spectrum as well as practical partnerships and task force participation to protect public infrastructure and enhance security at ports of entry. Applicants may wish to review the COPS Office web page on Homeland Security at <https://cops.usdoj.gov/homelandsecurity> for ideas on strategies
- **Other/Innovations in Community Policing** – Applicants should describe new and promising approaches in community policing that can be advanced through CHP funding.
- **Need for Federal Assistance:** All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and fiscal health of their area, including operating budget, poverty and unemployment rates, and other indicators of fiscal health.
- **Property/Violent Crime Rates:** Applicants will be asked to enter crime data information for the previous two years for the population area served by the agency, using Uniform Crime Reporting crime definitions.
- **Continuation of Project after Federal Funding Ends:** All applicants are required to affirm that their agency plans to retain all officer positions awarded following the three years of federal funding, for at least 12 months, and to identify their planned source(s) of retention funding. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding.

The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

Information to Complete the Application for Federal Assistance (SF-424)

The applicant's SF-424 must be submitted online via www.grants.gov using the information provided on that site.

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372,

Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

Applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL. Note: Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

Standard Applicant Information (JustGrants 424 and General Agency Information)

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name and address, and enter the ZIP code(s) for the areas affected by the project.

In order for the applicant to complete this section, the two Authorized Representatives – the Law Enforcement Executive and the Government Executive, must have established accounts in JustGrants after the Grants.gov portion of the application is submitted.

The Law Enforcement Executive is the highest-ranking official in the jurisdiction (chief of police, sheriff, etc.) and must be assigned the role: "Authorized Representative 1" in JustGrants.

The Government Executive is the highest-ranking government official in the jurisdiction (mayor, board president, etc.) and must be assigned the role "Authorized Representative 2" in JustGrants.

Applications where the Authorized Representatives have been incorrectly assigned may be rejected.

Data Requested with Application

Applicants will be required to respond to the questions at the end of the solicitation.

Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

1. To initiate a survey, please click on the survey title to open.
2. When you have completed the survey, please click the "Finish" button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu at the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh". The status of your completed survey will change to "Resolved-Completed."
5. If you would like to verify the survey responses of a completed survey, you may click the survey title to reopen the selected survey and view your saved responses.
6. If you would like to change and/or update the survey responses of a completed survey, you may click the "Reopen" option to update your saved responses.

Budget and Associated Documentation

Applicants must complete the web-based budget worksheet form in JustGrants. No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP award, if awarded.

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which award funding is being requested under this application. As a general rule, COPS Office award funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate.

To aid the COPS Office in the prevention of awarding potentially duplicative funding, you will need to indicate in the application question survey whether your agency has a pending application and/or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. For each potentially duplicative program, you will be asked to provide the name of the federal awarding agency, or state agency for subawarded federal funding, award or application number, program name, award start and end dates, award or requested amount, items requested, and description of how this project differs from the application for COPS office funding.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget requests may only be made in the following categories:

- Sworn Officer Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs: Fundable requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A "career law enforcement officer" is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

NOTE: The only allowable budget categories under the CHP program are Salaries and Fringe Benefits. Do not enter any funding requests under any other budget category.

The 25% local match will calculate automatically once the overall salary and fringe rates are entered.

Sworn Officer Salaries: You will enter the funding request by indicating the number of officers you are requesting, then by providing the current entry-level salary and fringe benefits for one full-time sworn officer. The total request will calculate automatically. CHP awards are subject to the restrictions described in the Program Description, including but not limited to: \$125,000 maximum over three years and 25% match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation. Note that the \$125,000 in federal funds total for three years, not \$125,000 annually.

Fringe Benefits: Fringe benefits typically covered by the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program: overtime costs, training, travel, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay. If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP- funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency's base salary should not be repeated in the separate fringe listing. Fringe benefits that do not appear in the drop-down budget menu will not be considered.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2022 CHP.

Unallowable Costs: Requests will NOT be funded

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, travel, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency's entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Salaries and fringe benefits for correctional officers
- Overtime costs, severance pay, hazard pay

This is not an inclusive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item(s) and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2022.

Federal/Local Share of Cost

In the budget worksheet, the applicant will be required to indicate the number of officers, and the total salary and fringe benefits for the three-year salary period for ONE entry-level officer. The local match will calculate automatically. The minimum local match requirement is 25 percent of the total project cost, and the cap on the amount of funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional costs above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local match requirement.

Waiver/Local Match (Cost share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach any memoranda of understanding or partner agreements in this section.

School Resource Officer (SRO) MOU (If applicable): Recipients awarded CHP funding to hire and/or deploy SRO into schools will be required to submit to the COPS Office a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) within 90 days of the award start date, and before expending or drawing down funds under the award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the Section in JustGrants titled "MOUs and Other Supporting Documents".

Agencies selecting SROs should adhere to the guiding principles presented in the SRO Guiding Principles which can be found at [SUPPORTING SAFE SCHOOLS | COPS OFFICE \(usdoj.gov\)](https://www.usdoj.gov/cops/2018/08/20/sro-guiding-principles).

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing on the officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO; and signatures. The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of requirements.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application, but will be required for any agency awarded CHP funding for officers to be deployed as SROs.

Additional Application Components

Catastrophic incident (if applicable – required for all applicants claiming a major disaster or catastrophic incident)—Applicants that are claiming a major disaster or catastrophic incident must describe the incident in the appropriate question set in JustGrants, outlining:

- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery) and
- Law enforcement response and recovery efforts

Letters of Support

As applicable, applicants may attach letters of support, but these are not required.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments should use descriptive file names identified on the attachment(s) such as "[Applicant] Letter of Support." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Disclosures and Assurances

The applicant must review, complete, and submit all disclosures, assurances, and certifications as described below. The full text of the Certifications is available in the Application Resource Guide. An application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

Disclosure of Lobbying Activities

Applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants. NOTE: Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide. found in the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants must read and acknowledge these DOJ certifications in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

How to Apply

Applications must be submitted electronically through JustGrants following the submission of the SF-424 via Grants.gov. See Submission Dates and Times below for a list of steps for registering with all required systems and deadlines for completing each step.

Unique Entity Identifier and System for Award Management (SAM)

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable

unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, then the COPS office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205 and the Award Terms and Conditions for further information.

The Unique Entity ID (SAM) is a 12-character alpha-numeric value and once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov.

The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

SAM centralizes information about grant recipients and provides a central location for grant recipients to change organizational information. Grants.gov uses SAM to establish roles and IDs for electronic submission of grant applications.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take up to two weeks to process. If the applicant does not have an EIN, then the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

The COPS Office strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes.

To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have registered online with the SAM and with Grants.gov well in advance of the JustGrants deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

The completed SF-424 must be submitted in Grants.gov by June 9, 2022 and applications in JustGrants by June 16, 2022.

After applicants register with SAM, they can begin the Grants.gov registration process. The applying organization must complete the Grants.gov registration process prior to beginning an application for a federal grant. The E-Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Representative. The Authorized Organization Representative (AOR) submits the application to Grants.gov and must also register with Grants.gov. In some cases, the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at www.Grants.gov.

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. For more information on registering with JustGrants, see <https://justicegrants.usdoj.gov/>.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met.

Applicant Actions with Required Dates/Deadline

1. Register with SAM. Access the SAM online registration through the SAM homepage at <https://www.sam.gov/SAM> and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.
2. Register with Grants.gov. Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
3. Download the updated version of Adobe Acrobat before the Grants.gov deadline. Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. To verify that the Adobe software version is compatible with Grants.gov, please visit the following link: <http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
4. Begin application submission process in Grants.gov as early as possible, but no later than 24-48 hours prior to the Grants.gov deadline. Applicants may find this funding opportunity on Grants.gov by using the assistance listing number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will submit two forms in Grants.gov (SF-424 and SF-LLL).
5. The Grants.gov Workspace Status will change from "In Progress" to "Submitted" once the SF-424 has been successfully submitted in Grants.gov. Within 48 hours after submitting the SF-424 in Grants.gov, the applicant should receive four (4) notifications from Grants.gov (i.e., submission receipt, validation receipt, grantor agency retrieval receipt, and agency tracking number assignment). (Note: It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later.)

6. Within 24 hours AFTER receiving a confirmation email from Grants.gov, the Application Submitter will receive an email from JustGrants with instructions to complete the rest of the application in JustGrants. If the applicant is a new user in JustGrants, the email will include instructions on registering with JustGrants.
7. Upon receipt of this email, register with JustGrants (if necessary), invite additional users including Authorized Representatives, and begin to develop the application. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component and to submit the complete application package at least 24-48 hours prior to the deadline. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.
8. Confirm application receipt: Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components at least 48 hours the deadline will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Late Submissions: The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the application closes.

Extension of deadlines is rare and not guaranteed. To be considered for an extension, applicants must contact the COPS Office Response Center at 800-421-6770 to create a record of the issue, or send an email to AskCopsRC@usdoj.gov. The subject line should read "FY22 CHP Extraordinary Circumstances: UEI number, Agency Name, Application ID"; with your UEI number and organization name included in the subject line. The message should include the nature of the disaster/issue and how it affected the applicant's ability to submit an application on time.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the CHP solicitation; (5) failure to register or update information on the SAM website; and/or (6) failure to register or complete SF-424 in grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Additional consideration will be given to applicants who propose a community-based approach to the following four problem/focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combating Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Additional consideration will also be given to applicants that meet any of the following criteria:

- **Persistent Poverty** – Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel** – applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements
- **Community-based Hires** – Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation** – Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents, or areas of high crime

- **Diversity Training** – Agencies that require evidenced-based cultural sensitivity training for officers, including training on ethnic and racial bias, racial profiling, gender bias, sexual orientation and gender identity bias, cultural diversity, use of force, procedural justice, and law enforcement interaction with people with disabilities, the mentally ill, and English Language Learners
- **Safe Harbor** – Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for non-violent offenses as a result of being trafficked
- **Catastrophic Incident** – Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis
- **Hiring Veterans** - Applicants that commit to hiring at least one military veteran
- **Rural Designation** - Applicants from rural areas
- **Agency not funded in FY21** - Applicants that did not receive a CHP award in FY 2021

Prior to award, applications for potential awards will receive a financial integrity review to evaluate the fiscal integrity and financial capability of applicants and to examine proposed costs and the extent to which the budget detail worksheet supports and explains project costs. This review will also assess whether costs are reasonable, necessary, and allocable under applicable federal cost principles and agency regulations. This financial review will be conducted by the COPS Office staff.

In addition, prior to making an award greater than the simplified acquisition threshold (currently set at \$250,000), any information about applicants that is in the designated integrity and performance system accessible through SAM will be reviewed and considered.

Applicants may review and comment on any information about them in SAM that a Federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

Past performance on previous awards may be in an indicator in this review process. Financial and programmatic performance factors may be included in the past performance review.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including, but not limited to, underserved populations, population served, geographic diversity, strategic priorities, past performance, risk, and available funding when making awards.

Review Process

In the merit review selection process for CHP awards, the COPS Office will make an initial determination, balancing the applicant's need for federal assistance (as measured by economic and fiscal health questions) with crime rates, the applicant's current commitment to community policing, and the strength of their proposed community policing strategy.

Applications will be scored according to the following weighting methodology:

- Fiscal need: 33.3 percent
- Crime: 33.3 percent
- Community policing: 33.3 percent

Agencies that do not meet a minimum community policing score, reflecting a basic commitment to community policing and a strategy to continue or enhance it, will not be considered for funding.

Federal Award Administration Information

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

In limited circumstances, your award may be subject to special conditions that prevent your agency from drawing down or accessing award funds until the special conditions are satisfied as determined by the COPS Office. Any special conditions will be included with your award.

All applicants should anticipate notification of funding decisions by September 30, 2022.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with the award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application.

Terms and conditions for COPS Office awards are available on the COPS website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The Application Resource Guide also contains additional requirements which apply to this application and award, including audit requirements.

Monitoring, Evaluation and Reporting Requirements

Law enforcement agencies receiving federal funding from the COPS Office will be monitored to ensure compliance with their award conditions and other applicable statutes and regulations, and track progress towards achieving the goal of advancement of community policing. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report.

Evaluation: Though a formal assessment is not required, awarded agencies are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping departments identify areas in need of improvement, providing data of successful processes and reducing vulnerabilities. Award funding cannot be used to for evaluations.

Reporting Requirements: If awarded, recipients will be required to submit quarterly financial and semi-annual performance reports.

- Financial reporting: Recipients will be required to electronically submit a quarterly Federal Financial Report (FFR) using the SF-425 form by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the award end date. Recipients who do not submit SF-425 reports by the due date will be unable to draw down funds.
- Performance reporting: Recipients will be required to electronically submit semi-annual performance reports, and a final performance report will be due 120 days following the award end date.

Federal Awarding Agency Contact(s)

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

COPS Other Information

Public Reporting Burden- Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 4/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's (DOJ) responsibilities under the Government Performance and Results Modernization Act (GPRAMA) of 2010, P.L. 111-352, recipients who receive funding from the Federal Government must measure the results of work that funding supports. GPRAMA specifically requires the COPS Office and other federal agencies to

set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for CHP are as shown in table 1.

Table 1. Performance measures

Objective	Performance measures	Data Recipient Provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training	Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training, etc.) have increased your agency's community policing capacity? Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance, etc.) has increased your agency's community policing capacity?	Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through recipient performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all CHP applicants to describe how the personnel requested will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS Office website at <https://cops.usdoj.gov/resources#cptopics>.

As part of the programmatic performance report, CHP recipients will be required to report on their progress toward implementing their community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to CHP to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

Survey Questions

CHP Solicitation FY2021

CHP SOLICITATION FY2022

Please click on continue to proceed to the survey questions.

AGENCY ELIGIBILITY INFORMATION

1. Type of Agency (*select one*)
2. From the list below, please select the type of agency which best describes the applicant.
(Please specify)
3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Instructions:

We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

4. Is your agency established and currently operational?
- 4a. Which of the following best describes your law enforcement agency (check one)?
- 4b. Will your law enforcement agency be operational as of the closing date of this solicitation?

4c. Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?

5. If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

Instructions:

A jurisdiction may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services).

However, the jurisdiction wishing to receive law enforcement services must be the legal applicant in this application.

Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s).

5a. Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

5b. What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions:

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

6. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

GENERAL AGENCY INFORMATION

7. Please select your U.S. Attorney's District Office from the below drop-down options.

Instructions:

Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include *unfunded* vacancies or unpaid/reserve officers. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36- months of COPS funding.

Number of officers funded in agency's current fiscal year budget:

8a. Full-Time

8b. Part-Time

Enter the number of civilian positions funded in agency's current fiscal year budget.

Number of civilian positions funded in agency's current fiscal year budget:

9a. Full-Time

9b. Part-Time

EXECUTIVE/CONTACT INFORMATION

Instructions for Law Enforcement Agencies:

The Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: "Authorized Representative 1" in JustGrants.

10a. Title:

10b. First Name:

10c. Last Name:

10d. Phone:

10e. Email Address:

Instructions for Government Agencies:

This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants.

11a. Title:

11b. First Name:

11c. Last Name:

11d. Phone:

11e. Email Address:

Instructions for Application Contact:

Enter the application contact's name and contact information.

12a. Title:

12b. First Name:

12c. Last Name:

12d. Phone:

12e. Email Address:

COPS HIRING PROGRAM OFFICER REQUEST**Instructions:**

Please enter the number of actual sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

13a. Full-Time:

13b. Part-Time:

Instructions:

Number of budgeted sworn officers employed by your agency as of the date of this application.

14a. Full-Time:

14b. Part-Time:

Instructions:

Number of contract sworn officers employed by your agency as of the date of this application.

15a. Full-Time:

15b. Part-Time:

Instructions:

Number of budgeted civilian positions employed by your agency as of the date of this application.

16a. Full-Time:

16b. Part-Time:

The crime data you will enter below will be based on crimes occurring among this population served. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals.

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

17. What is the actual population your department serves as the primary law enforcement entity?

18. Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.
- 18a. Check here if the population of the entity applying for this award is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).
- 18b. If the population of the entity applying for this award is not represented by U.S. Census figures, please indicate the size of the population as of the latest available estimate.
- 18c. Please indicate the source of this population estimate (e.g., website address).
- 18d. If applicable, please explain why the service population differs from the census population.

Instructions:

Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. FY 2022 CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded.

The number of officers you request cannot exceed 20% of your agency's current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 5 officers may request one officer. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

19. How many entry-level, full-time officer positions is your agency requesting in this application?

Instructions:

IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to:

- (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- (b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date (s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

20a. Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

20b. Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

20c. Category C Request:

Instructions:

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

21a. Number of Officers:

21b. Date these officers are scheduled to be laid off:

21c. Number of Officers:

21d. Date these officers are scheduled to be laid off:

21e. Number of Officers:

21f. Date these officers are scheduled to be laid off:

21g. Number of Officers:

21h. Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

Instructions:

Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding.

If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

23. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

23a. If Yes, how many position(s)?

24. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

SRO Instructions:

If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. Recipients using CHP funding to hire or deploy SROs into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled "MOUs and other Supporting Documents".

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility; chain of command for the SRO; and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter.

Implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

24a. If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

24b. If Yes, has your agency reviewed principles presented in the **SRO Guiding Principles** document?

Instructions:

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training.

On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

26. De-escalation of conflict (hours):

27. Evidence-based cultural sensitivity training (hours):

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

29. Gender bias in response to domestic violence and sexual assault (hours):

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

31. Community engagement (e.g., community policing and problem solving) (hours):

32. Does your agency administer a police training academy?

Instructions:

How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

34. De-escalation of conflict (hours):

35. Evidence-based cultural sensitivity training (hours):

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

37. Gender bias in response to domestic violence and sexual assault (hours):

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

39. Community engagement (e.g., community policing and problem solving) (hours):

ADDITIONAL BUDGET INFORMATION

40. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Instructions for Community Policing Strategy:

COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of experienced officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving, and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing

activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization, as this is considered beneficial to your community policing efforts.

At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through the required performance reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval.

Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime.

The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office **Community Policing Defined** publication for further information regarding these sub- elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies
Community Members/Groups
Non-Profits/Service Providers
Private Businesses
Media

Organizational Transformation:

The alignment of organizational management, structure, personnel, and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture
Leadership
Labor relations
Decision-making
Strategic planning
Policies
Organizational evaluations
Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing:

For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem-solving activities. (*Check all that apply.*)

41. The agency mission statement, vision, or goals includes references to:
42. The agency strategic plan includes specific goals or objectives relating to:
43. The agency recruitment, selection and hiring processes include elements relating to:
44. Performance evaluations of line officers assess performance in:
45. Line officers receive regular (at least once every two years) training in:
46. Which of the following internal management practices does your agency currently employ? (check all that apply)
47. Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)
48. Through which of the following does your agency routinely share information with community members? (check all that apply)
49. Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section, you will be asked to identify the crime and disorder **problem or a focus area** and the **partners** to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

Using the following list, select a problem/focus area that will be addressed by the officer(s) requested in this application. Please choose the option that best fits your problem area. **You may only select one problem/focus area** to address through this award funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly **describe it in precise, specific terms** (e.g. “robbery of retail establishments”, rather than just “robbery”). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area and will not be allowed to change their choice once the award has been issued.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach. Applicants may wish to review the COPS Office web page on [**Community Violence Interventions**](#) for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law.
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

50. Problem/Focus Area

50a. Describe the problem/focus area you have selected in question 50 (i.e. location, severity, type of crime [if applicable], impact of issue on community). [Please limit your response to a maximum of 125 words.]

50b. Please include the number of aggravated assaults with a firearm that occurred in your jurisdiction during the last calendar year (2021).

Please include the number of reported shootings that occurred in your jurisdiction during the last two years (2020 and 2021).

50c. Number of Reported Shootings (2020):

50d. Number of Reported Shootings (2021):

50e. Please also describe how you will address this issue using a holistic, community-based approach that builds trust in underserved communities suffering from high incidents of gun crime. Applicants may review the COPS Office web page on [**Community Violence Interventions**](#) for ideas on strategies. [Please limit your response to a maximum of 250 words.]

COMMUNITY POLICING - PROBLEM AREA NARRATIVE

51. Describe how your agency will use award funds to address the problem/focus area selected in question 50. Describe your approach, including a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient your law enforcement agency’s mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing. [Please limit your response to a maximum of 500 words.]

PERSISTENT POVERTY

Please refer to the U.S. Census Bureau’s, [**Historical County Level Poverty Estimates Tool**](#). This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county’s poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

52. Does your law enforcement agency service a county that has had 20 percent or more of its population living in poverty over the past 30 years?

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

52a. Poverty Rate (1990):

52b. Poverty Rate (2000):

52c. Poverty Rate (2010):

POLICE AND YOUTH SUICIDE DATA

53. Does your agency collect data on the number of officer suicides in your agency?

53a. In the past 12 months, how many officer suicides have you recorded in your agency?

54. Does your agency have a suicide prevention training program?

55. Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

56. Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

COMMUNITY-BASED OFFICER HIRE AND RELOCATION

57. Does your law enforcement agency have a written policy that requires new officers/deputies to reside within the jurisdiction they serve?

58. Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

58a. Check all that apply:

Other

59. Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

60. If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

61. If awarded funds, my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

62. To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

63. An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

63a. If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in the section titled Memoranda of Understanding (MOU) and Other Supportive Documents. You will be limited to listing no more than three partners per public safety problem/focus area.

64. Partner Name1:

64a. For this partner, please indicate the statement that best characterizes this partner:

65. Partner Name2:

65a. For this partner, please indicate the statement that best characterizes this partner:

66. Partner Name3:

66a. For this partner, please indicate the statement that best characterizes this partner:

Instructions for Proposed Community Policing Strategy: Organizational Transformation

COPS Office awards must be used to initiate or enhance community policing activities. In this section, you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

67. Flexibility in officer shift assignments to facilitate addressing specific problems.

67a. Please explain.

68. Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

68a. Please explain.

69. Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

69a. Please explain.

70. In-service training for officers on basic and advanced community policing principles.

70a. Please explain.

71. Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

71a. Please explain.

72. Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

72a. Please explain.

73. Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

73a. Please explain.

74. Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

74a. Please explain.

75. Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

75a. Please explain.

76. Implement specific programs to improve the safety and wellness of personnel throughout your organization. 76a. Please explain.

77. None of the above.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

78. Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

78a. Please explain.

78b. If awarded funds, in addition to the internal changes proposed above, will your agency initiate or enhance screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements?

78c. If Yes, please explain.

79. Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

79a. Please explain.

80. Technology systems that provide officers, analysts, and the community better and more timely access to data and information.
- 80a. Please explain.
81. Mediation strategies to resolve citizen complaints.
- 81a. Please explain.
82. Collection, analysis, and use of crime data and information in support of problem-solving goals.
- 82a. Please explain.
83. Formal accreditation process.
- 83a. Please explain.
84. System to capture and track problem solving and partnership efforts and activities.
- 84a. Please explain.
85. An organizational assessment of community policing.
- 85a. Please explain.
86. None of the above.
87. Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)
88. To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?
89. To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?
90. If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

NEED FOR FEDERAL ASSISTANCE

91. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 500 words.]

DUPLICATION OF FUNDING

Instructions:

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

92. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?
- 92a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.
- 92b. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?
- 92c. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

FISCAL HEALTH AND UCR DATA**Instructions:**

Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. The operating budget generally includes salaries as well as operations. *Please note: All figures must be rounded to the nearest whole dollar.*

93a. CURRENT FISCAL YEAR (2021):

93b. PREVIOUS FISCAL YEAR (2020):

Instructions:

The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov/cedsci/>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." *Please note: All figures must be rounded to the nearest whole percent.*

93. Percentage of Individuals in Poverty 94a. Not Applicable

Instructions:

The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". *Please note: All figures must be rounded to the nearest whole percent.*

94. Percentage (%) unemployed for for October 2021:

95a. Not Applicable.

95. Since January 1, 2022, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

Instructions:

In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events includes mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported.

Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

96. If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2021 to present, check this box.

- Description of event (including number of casualties)
- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

97a. Please specify: (Please limit your response to a maximum of 125 words)

Instructions:

Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2021 and 2020) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Do not enter N/A if no incidents were reported -- enter 0 (zero). Do not enter N/A if data is not available -- enter an estimate based on historical data.

98. Criminal Homicide (2021):

99. Criminal Homicide (2020):

100. Forcible Rape (2021):

- 101. Forcible Rape (2020):
- 102. Robbery (2021):
- 103. Robbery (2020):
- 104. Burglary (2021):
- 105. Burglary (2020):
- 106. Aggravated Assault (2021):
- 107. Aggravated Assault (2020):
- 108. Motor Vehicle Theft (2021):
- 109. Motor Vehicle Theft (2020):
- 110. Larceny (except motor vehicle theft) (2021):
- 111. Larceny (except motor vehicle theft) (2020):
- 112. If awarded funds, will your agency commit to regularly collecting, analyzing, and reporting incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting?

Instructions:

Agency Profile Questions (these questions are for informational purposes only and will not be scored).

- 113. Does your agency have a wellness policy or program for officers?
- 113a. If yes, which groups does it cover: (check all that apply)
- 114. Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?
- 115. Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?
- 116. Does your agency have a dedicated or specific investigator to investigate reported hate crimes, or a unit dedicated to investigating bias-motivated incidents/hate crimes?

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends:

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>.

Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

- 117. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?
- 117a. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)
- 117b. If other, please provide a brief description of the source(s) of funding. (Please limit your response to a maximum of 125 words)
- 118. If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions:

An official “partner” under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1

- 119a. Title:
- 119b. First Name:
- 119c. Last Name:
- 119d. Name of Partner Agency (e.g., Smithville Community Center):
- 119e. Type of Partner Agency (e.g., School District):
- 119f. Street1:
- 119g. Street2:
- 119h. City:
- 119i. State:
- 119j. Zip/Postal Code:
- 119k. Phone:
- 119l. Email Address:

Partner 2

- 120a. Title:
- 120b. First Name:
- 120c. Last Name:
- 120d. Name of Partner Agency (e.g., Smithville Community Center):
- 120e. Type of Partner Agency (e.g., School District):
- 120f. Street1:
- 120g. Street2:
- 120h. City:
- 120i. State:
- 120j. Zip/Postal Code:
- 120k. Phone:
- 120l. Email Address:

Partner 3

- 121a. Title:
- 121b. First Name:
- 121c. Last Name:
- 121d. Name of Partner Agency (e.g., Smithville Community Center):
- 121e. Type of Partner Agency (e.g., School District):
- 121f. Street1:
- 121g. Street2:
- 121h. City:

121i. State:

121j. Zip/Postal Code:

121k. Phone:

121l. Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the Application Resource Guide for additional information.

122. Please check one of the following, as applicable to your agency's intended use of this award:

CERTIFICATION OF REVIEW AND REPRESENTATION

123. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive / Agency Executive, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Guide, the COPS Office award owner's manual, the DOJ Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

124. By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

RESOLUTION NO. 22-41

**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.1532, consisting of 7 pages, and including:

Warrant No.

General: Checks No.596413 through; 596568
ACH No. 2107 through; 2166

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 8th 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. 22-41

Page 2 of 2

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. 22-41 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 8th 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. 1532
From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
2107	05/19/2022	\$83.87	SUPPLIES	3163	BANK OF AMERICA
2108	05/19/2022	\$431,356.74	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
2109	05/19/2022	\$1,727.25	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
2110	05/19/2022	\$10,406.87	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2111	05/19/2022	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
2112	05/19/2022	\$735.55	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2113	05/19/2022	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
2114	05/19/2022	\$60.00	CONTRACT SERVICES	23660	DAIOHS USA
2115	05/19/2022	\$73,650.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
2116	05/19/2022	\$229.15	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
2117	05/19/2022	\$811.44	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
2118	05/19/2022	\$108.05	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
2119	05/19/2022	\$1,773.04	SUPPLIES	1612	JCL TRAFFIC SERVICES
2120	05/19/2022	\$564.85	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
2121	05/19/2022	\$151.60	CONTRACT SERVICES	3574	MARIA GORYAN MAGDESYAN
2122	05/19/2022	\$636,581.68	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC
2123	05/19/2022	\$40.00	CARPPOOL INCENTIVE	138	BRIANNON PADILLA
2124	05/19/2022	\$40.00	CARPPOOL INCENTIVE	59960	JO ANN PANOSIAN
2125	05/19/2022	\$695.00	EDUCATION REIMBURSEMENT	2998	TOMMY L QUEEN JR
2126	05/19/2022	\$394.10	SUPPLIES	1120	BLUETRITON BRANDS INC
2127	05/19/2022	\$33,615.55	IMPROVEMENTS OTHER THAN BUILDING	3369	SALLY SWANSON ARCHITECTS INC
2128	05/19/2022	\$40.00	CARPPOOL INCENTIVE	69960	NICOLE I SAUCEDO
2129	05/19/2022	\$41,145.06	FUEL INVENTORY	1059	AMBER RESOURCES LLC
2130	05/19/2022	\$40.00	CARPPOOL INCENTIVE	3432	JOSEPHINE SERRANO
2131	05/19/2022	\$1,148.58	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
2132	05/19/2022	\$40.00	CARPPOOL INCENTIVE	24280	MARTIN SOLANO
2133	05/19/2022	\$633.37	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
2134	05/19/2022	\$40.00	CARPPOOL INCENTIVE	3053	MICHAEL TELLES
2135	05/19/2022	\$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
2136	05/19/2022	\$117.70	SUPPLIES	3163	BANK OF AMERICA
2137	05/19/2022	\$775.07	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1532
From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2138	05/19/2022	\$844.70	TRAINING	3163	BANK OF AMERICA
2139	05/19/2022	\$964.95	SUPPLIES	3163	BANK OF AMERICA
2140	05/19/2022	\$586.60	FUEL	3163	BANK OF AMERICA
2141	05/26/2022	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS INC
2142	05/26/2022	\$68,306.55	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
2143	05/26/2022	\$8,400.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
2144	05/26/2022	\$2,379.94	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2145	05/26/2022	\$672.53	SUPPLIES	62880	AMERICAN MARKER
2146	05/26/2022	\$1,166.15	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
2147	05/26/2022	\$132.30	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
2148	05/26/2022	\$46,667.07	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
2149	05/26/2022	\$2,376.31	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2150	05/26/2022	\$25,672.57	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
2151	05/26/2022	\$46.60	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
2152	05/26/2022	\$626.89	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH MOTORSPORTS INC
2153	05/26/2022	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
2154	05/26/2022	\$105,745.76	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
2155	05/26/2022	\$36.78	SUPPLIES	2866	ANGELICA PALMEROS
2156	05/26/2022	\$40,408.20	CONTRACT SERVICES	42180	PCAM LLC
2157	05/26/2022	\$862.50	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
2158	05/26/2022	\$3,386.00	CONTRACT SERVICES	3144	PRODUCTIVE PARKS LLC
2159	05/26/2022	\$225.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
2160	05/26/2022	\$13,548.25	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
2161	05/26/2022	\$49,865.29	FUEL INVENTORY	1059	AMBER RESOURCES LLC
2162	05/26/2022	\$61.68	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
2163	05/26/2022	\$422.04	SUPPLIES	3088	WAXIES ENTERPRISES LLC
2164	05/26/2022	\$906.10	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
2165	05/26/2022	\$2,836.73	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALAS
2166	05/26/2022	\$14,380.70	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
ACH TOTALS		\$1,667,126.29			
596413	05/19/2022	\$22,080.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
596414	05/19/2022	\$1,600.00	SUPPLIES	3527	RICHARD T TULLIUS



City of Montebello
Register of Demands No. 1532
From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596415	05/19/2022	\$2,491.65	SUPPLIES	1870	ALEX & E PARTY RENTALS
596416	05/19/2022	\$840.93	CONTRACT SERVICES	3465	ALHAMBRA GLASS CO
596417	05/19/2022	\$6,500.00	CONTRACT SERVICES	3419	ARDA CAMPAIGNS LLC
596418	05/19/2022	\$125.00	DUES & SUBSCRIPTIONS	38380	AT&T
596419	05/19/2022	\$2,339.02	UTILITY SERVICES	39550	AT&T
596420	05/19/2022	\$3,373.12	UTILITY SERVICES	39550	AT&T
596421	05/19/2022	\$841.25	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
596422	05/19/2022	\$55.00	GENERAL GOVERNMENT	3631	MICHAEL CALDERON
596423	05/19/2022	\$544.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
596424	05/19/2022	\$97.67	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596425	05/19/2022	\$80.00	GENERAL GOVERNMENT	3629	TAMMY CAMPOS
596426	05/19/2022	\$912.95	CONTRACT SERVICES	40850	MARIA E CASAS
596427	05/19/2022	\$72.49	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596428	05/19/2022	\$209.65	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
596429	05/19/2022	\$950.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
596430	05/19/2022	\$1,329.44	SUPPLIES	73000	CORONA CLAY COMPANY
596431	05/19/2022	\$1,330.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
596432	05/19/2022	\$175.00	PERMITS AND FEES	5980	DEPARTMENT OF TOXIC SUBSTANCE CONTROL
596433	05/19/2022	\$1,415.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
596434	05/19/2022	\$750.45	CONTRACT SERVICES	47770	DUTHIE ELECTRIC SERVICE CORPORATION
596435	05/19/2022	\$1,550.58	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
596436	05/19/2022	\$2,500.00	CONTRACT SERVICES	3043	FOCUS ENVIRONMENTAL CONSULTING
596437	05/19/2022	\$11,487.72	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
596438	05/19/2022	\$600.00	CONTRACT SERVICES	3619	LINO FUENTES
596439	05/19/2022	\$656.19	UNIFORM EXPENSE	55650	GALLS LLC
596440	05/19/2022	\$89.17	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
596441	05/19/2022	\$56.89	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
596442	05/19/2022	\$4,893.68	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
596443	05/19/2022	\$4,875.38	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
596444	05/19/2022	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
596445	05/19/2022	\$79,400.00	CONTRACT SERVICES	2942	JAIRIS PLUMBING INC
596446	05/19/2022	\$2,600.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
596447	05/19/2022	\$578.64	CONTRACT SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
596448	05/19/2022	\$16,408.00	CONTRACT SERVICES	2156	LEED ELECTRIC INC



City of Montebello
Register of Demands No. 1532
From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596449	05/19/2022	\$25.00	RECREATION CLASSES	3596	VANESSA LITTLETON
596450	05/19/2022	\$268.40	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
596451	05/19/2022	\$499.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
596452	05/19/2022	\$499.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
596453	05/19/2022	\$1,110.00	SUPPLIES	3624	ARACELI MADRIGAL
596454	05/19/2022	\$1,967.10	CDBG-CV	3301	MATER MONTEBELLO LTD PARTNERSHIP
596455	05/19/2022	\$6,298.33	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
596456	05/19/2022	\$750.00	CONTRACT SERVICES	41130	MIHM INC
596457	05/19/2022	\$375.18	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
596458	05/19/2022	\$773.06	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
596459	05/19/2022	\$550.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
596460	05/19/2022	\$1,080.00	CONTRACT SERVICES	3546	DIGNITY HEALTH NORTHRIDGE HOSPITAL MEDICAL CENTER
596461	05/19/2022	\$1,295.80	CONTRACT SERVICES	41180	MANUEL NUNEZ
596462	05/19/2022	\$1,057.50	CONTRACT SERVICES	3626	VICTORIA NUNEZ
596463	05/19/2022	\$1,839.54	SUPPLIES	15620	OFFICE DEPOT INC
596464	05/19/2022	\$1,108.03	FURNITURE & FIXTURES PURCHASES	3530	OFFICE RELIEF INC
596465	05/19/2022	\$1,276.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
596466	05/19/2022	\$40.00	CARPPOOL INCENTIVE	65330	WENDY PEREZ
596467	05/19/2022	\$18.88	UTILITY SERVICES	36610	CITY OF PICO RIVERA
596468	05/19/2022	\$347.62	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
596469	05/19/2022	\$113.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
596470	05/19/2022	\$1,200.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
596471	05/19/2022	\$2,565.00	TRAINING	3627	PUBLIC TREASURY INSTITUTE OF NORTH AMERICA LLC
596472	05/19/2022	\$1,031.60	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
596473	05/19/2022	\$400.00	CONTRACT SERVICES	3632	JAMIE J SAENZ
596474	05/19/2022	\$100.39	TRAVEL & MEETINGS	3630	USIEL SERVIN
596475	05/19/2022	\$143.05	TRAINING	3576	GINA SKIBAR
596476	05/19/2022	\$143.88	CONTRACT SERVICES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
596477	05/19/2022	\$8,158.57	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
596478	05/19/2022	\$23,500.50	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596479	05/19/2022	\$2,340.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
596480	05/19/2022	\$177.08	CONTRACT SERVICES	3397	STERICYCLE INC
596481	05/19/2022	\$50.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
596482	05/19/2022	\$4,834.14	CONTRACT SERVICES	13580	TENNANT SALES AND SERVICE CO



City of Montebello
Register of Demands No. 1532

From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596483	05/19/2022	\$3,025.84	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
596484	05/19/2022	\$2,421.56	UTILITY SERVICES	72570	US TELEPACIFIC CORP
596485	05/19/2022	\$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
596486	05/19/2022	\$26,354.17	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
596487	05/19/2022	\$22,698.88	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
596488	05/19/2022	\$1,167.59	VEHICLE MAINTENANCE/EXPENSES	9470	W W GRAINGER INC
596489	05/19/2022	\$434.50	CONTRACT SERVICES	3572	JIM WARINO
596490	05/19/2022	\$9,940.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
596491	05/19/2022	\$80,488.49	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
596492	05/19/2022	\$158.23	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
596493	05/26/2022	\$166.81	CONTRACT SERVICES	1674	1st JON INC
596494	05/26/2022	\$9,261.80	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
596495	05/26/2022	\$3,920.42	UTILITY SERVICES	1732	AT&T CORP
596496	05/26/2022	\$418.00	CONTRACT SERVICES	3643	ALCOTT CENTER FOR MENTAL HEALTH SERVICES
596497	05/26/2022	\$2,383.68	UTILITY SERVICES	38380	AT&T
596498	05/26/2022	\$9,077.38	UTILITY SERVICES	39550	AT&T
596499	05/26/2022	\$56.81	UTILITY SERVICES	39550	AT&T
596500	05/26/2022	\$273.35	VEHICLE PURCHASES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
596501	05/26/2022	\$56.59	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596502	05/26/2022	\$0.00	VOID	3644	GRACE CHANG
596503	05/26/2022	\$375.00	CONTRACT SERVICES	3437	CHARGEPOINT INC
596504	05/26/2022	\$2,941.86	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596505	05/26/2022	\$13,984.00	CONTRACT SERVICES	3210	CT&T CONCRETE PAVING INC
596506	05/26/2022	\$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
596507	05/26/2022	\$840.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
596508	05/26/2022	\$840.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
596509	05/26/2022	\$790.07	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
596510	05/26/2022	\$8,698.82	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
596511	05/26/2022	\$245.42	SUPPLIES	40930	EASTMONT PAINT & DECORATING
596512	05/26/2022	\$2,988.00	MACHINERY & EQUIPMENTS	2399	ENVOY INC
596513	05/26/2022	\$7,722.52	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
596514	05/26/2022	\$1,759.49	UNIFORM EXPENSE	55650	GALLS LLC
596515	05/26/2022	\$714.00	CONTRACT SERVICES	3637	GENEX SERVICES LLC
596516	05/26/2022	\$2,500.00	BUILDING IMPROVEMENTS	3019	GRIFFIN STRUCTURES INC



City of Montebello
Register of Demands No. 1532
From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596517	05/26/2022	\$4,176.39	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
596518	05/26/2022	\$4,863.46	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
596519	05/26/2022	\$739.34	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR INC
596520	05/26/2022	\$2,306.68	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
596521	05/26/2022	\$300.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
596522	05/26/2022	\$102.00	TRAVEL & MEETINGS	3507	MARK KIM
596523	05/26/2022	\$28,711.62	CONTRACT SERVICES	3502	KINGDOM CAUSES INC
596524	05/26/2022	\$123.75	CONTRACT SERVICES	3641	ANDREW LEON
596525	05/26/2022	\$18,517.59	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
596526	05/26/2022	\$2,741.92	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
596527	05/26/2022	\$581.40	PREPAID EXPENSES	934	MISSION COMMUNICATIONS LLC
596528	05/26/2022	\$821.28	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
596529	05/26/2022	\$800.00	CONTRACT SERVICES	3259	MONTEBELLO CHRISTIAN SCHOOL
596530	05/26/2022	\$651.44	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
596531	05/26/2022	\$100.00	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
596532	05/26/2022	\$1,894.66	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
596533	05/26/2022	\$1,300.00	CONTRACT SERVICES	3413	ANDREW J NINMER
596534	05/26/2022	\$77.15	SUPPLIES	15620	OFFICE DEPOT INC
596535	05/26/2022	\$209.00	FURNITURE & FIXTURES PURCHASES	3530	OFFICE RELIEF INC
596536	05/26/2022	\$2,249.10	SUPPLIES	665	POINT EMBLEMS LLC
596537	05/26/2022	\$2,909.49	CONTRACT SERVICES	3279	PROCURE AMERICA INC
596538	05/26/2022	\$427.00	SUPPLIES	3443	ALVARO REYES
596539	05/26/2022	\$200.00	CONTRACT SERVICES	1681	JAIME RODRIGUEZ
596540	05/26/2022	\$250.00	GENERAL GOVERNMENT	3634	MANUEL SALGADO
596541	05/26/2022	\$15,812.88	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
596542	05/26/2022	\$250.00	GENERAL GOVERNMENT	3635	ELIZABETH SANDOVAL
596543	05/26/2022	\$400.00	CONTRACT SERVICES	61140	MICHAEL SAVEDRA
596544	05/26/2022	\$373,505.80	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS INC
596545	05/26/2022	\$1,538.62	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
596546	05/26/2022	\$223.47	SUPPLIES	3576	GINA SKIBAR
596547	05/26/2022	\$29,267.82	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596548	05/26/2022	\$10,837.96	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
596549	05/26/2022	\$34,423.81	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
596550	05/26/2022	\$2,501.25	CONTRACT SERVICES	3464	SYSLOGIC INC



City of Montebello
Register of Demands No. 1532
From Payment Date: 05/19/22 - To Payment Date: 05/26/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
596551	05/26/2022	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
596552	05/26/2022	\$2,601.25	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
596553	05/26/2022	\$0.00	VOID	3219	THE LUCKY LINCOLN LLC
596554	05/26/2022	\$867.39	SUPPLIES	3110	TOMAS ALVARADO
596555	05/26/2022	\$3,817.33	UTILITY SERVICES	72570	US TELEPACIFIC CORP
596556	05/26/2022	\$800.00	CONTRACT SERVICES	3680	TRAINING INNOVATIONS INC
596557	05/26/2022	\$2,474.24	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
596558	05/26/2022	\$630.90	SUPPLIES	45120	ULINE INC
596559	05/26/2022	\$7,929.11	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
596560	05/26/2022	\$11,024.18	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
596561	05/26/2022	\$143.55	VEHICLE MAINTENANCE/EXPENSES	9470	W W GRAINGER INC
596562	05/26/2022	\$452.03	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
596563	05/26/2022	\$3,165.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
596564	05/26/2022	\$11,200.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
596565	05/26/2022	\$3,500.00	CONTRACT SERVICES	3644	GRACE CHANG
596566	05/26/2022	\$3,500.00	CONTRACT SERVICES	3644	GRACE CHANG
596567	05/26/2022	\$5,400.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
596568	05/26/2022	\$1,800.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
CHECK TOTAL		\$1,062,427.62			
GRAND TOTAL			\$2,729,553.91		

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING

MINUTES

FRIDAY, APRIL 8, 2022 AT 9:00 A.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640**

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 9:18 a.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Torres, Councilmember Melendez, and Councilmember Peralta, including City Treasurer Gutierrez; City Clerk Jimenez was absent.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, and Assistant to Deputy City Clerk Kimberly Guillen, including all Department Managers were present.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

None.

OPEN SESSION

REGULAR BUSINESS

1. BUDGET STUDY SESSION

Director of Finance, Michael Solorza, presented a PowerPoint Presentation to the City Council and provided them with an overview of Public Sector Finance, the 5 Year Budget Development Cycle, the Fiscal Year 2021-22 Budget Update, Reporting and Transparency, Budget Preparation Timeline for Fiscal Year 2022-2023, the Strategic Plan 2021-2023 Overview/Goals Progress, and was available to answer any questions.

Director of Public Work, James Enriquez, provided an overview of GIS Mapping to the City Council. Using the GIS Mapping system, Mr. Enriquez demonstrated the system to the City Council while focusing on City's Sewers, Streets, and Sidewalk/Concrete.

ADJOURNMENT

Councilmember Peralta motioned to adjourn the meeting, seconded by Councilmember Melendez. Motion carried unanimously and the meeting was adjourned at 11:14 a.m.

THE MINUTES OF APRIL 8, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JUNE 2022.

A handwritten signature in black ink, appearing to read "Alicia Fernandez", is written over a horizontal line.

Alicia Fernandez, Deputy City Clerk

DRAFT



CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING

MINUTES

SATURDAY, APRIL 9, 2022 AT 9:00 A.M.

**MONTEBELLO SENIOR CENTER
115 S. TAYLOR AVENUE
MONTEBELLO, CALIFORNIA 90640**

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 9:25 a.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

None.

OPEN SESSION

Prior to the start of the meeting City Attorney Arnold Alvarez-Glasman announced that the City was having technical difficulties and the volume output was low, and recommended to those viewing online to turn up the volume. Mr. Alvarez-Glasman also announced that Spanish translation services were available to the public.

PUBLIC HEARING

1. CALIFORNIA VOTING RIGHTS ACT (“CVRA”) PUBLIC HEARING NO. 5

Mr. Claudio Gallegos presented a PowerPoint Presentation to the City Council in which he provided them with an overview of the Open House events, the scoring system used to rank the proposed District Maps, the results and overall ranking based on the public’s input. Based on the results, Mr. Gallegos stated that Demographer Map 3 was the most favored.

City Council was provided an opportunity to ask questions and make comments. Councilmember Melendez stated that the public’s input is being taken into consideration and

commended Staff and his colleagues for the continuous support. Councilmember Peralta had no questions and stated her interest in listening to the Public's input. Mayor Pro Tem Jimenez commended Staff as well and expressed her excitement on the progress and coming closer to making a decision. Mayor Cobos-Cawthorne provided an overview of the outreach process within this past year and opened the Public Hearing at 9:40 a.m.

Two Speaker Cards were submitted to the City Clerk's office; Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office. The Public Hearing was closed at 9:44 a.m.

Councilmember Melendez motioned to eliminate two (2) maps and move forward Demographer Map No. 2, 3, 5 and Public Map No. 5.

Councilmember Peralta stated per preference for an elected Mayor and six districts, asked to move forward with Demographer Map 5 and Public Map No. 5, and suggested distributing an online survey to receive additional feedback from the public and made a substitute motion with those recommendations; motion did not seconded.

Mayor Pro Tem Jimenez asked to move forward with Demographer Map No. 2, 3, and 5.

Councilmember Melendez, Mayor Pro Tem Jimenez, and Mayor Cobos-Cawthorne expressed their concern regarding an online survey.

Mayor Pro Tem Jimenez, seconded the motion made by Councilmember Melendez, that the City Council:

- 1) Move forward Demographer Map No. 2, 3, 5 and Public Map No. 5.

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 10:02 a.m.

THE MINUTES OF APRIL 9, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 8th DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk

ITEM # 29

PUBLIC HEARING 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. _____

Meeting Date: 4/9/2022

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Gary Thornton

PHONE: _____

(Optional)

ADDRESS:

300 Casa Grande Ave Montebello

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Distrusting Map

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☒

Yes ☐

Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐

ITEM # 29

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: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: ROSALIND HARADAPHONE: 323-726-9890
(Optional)ADDRESS: 2013 SAN ANTONIO PR
(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
REGULAR CITY COUNCIL MEETING

MINUTES

WEDNESDAY, APRIL 13, 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 5:14 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, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

Mayor Cobos-Cawthorne changed the order of the agenda to begin with Presentations, Recognition of and Administration of Oath of Office to New Chief of Police, Paul Espinosa. Closed Session was also moved to the end of the agenda.

CLOSED SESSION – MOVED TO AFTER COUNCIL ORALS

CEREMONIAL/PRESENTATIONS

5. **RECOGNITION OF AND ADMINISTRATION OF OATH OF OFFICE TO NEW CHIEF OF POLICE – PAUL ESPINOSA** – Mayor Cobos-Cawthorne recognized Chief of Police, Paul Espinosa, and invited City Clerk Jimenez and Chief Espinosa on stage to administer the Oath of Office. City Clerk Jimenez administered the Oath of Office while Ms. Yolanda Espinosa, Chief Espinosa's wife, held the bible; following with Luke Espinosa, Chief Espinosa's son, pinning the Chief's badge. Mayor Cobos-Cawthorne gave a brief introduction of Chief Espinosa and congratulated on joining the Montebello team. Chief Espinosa said a few words and expressed his gratitude. Colleagues of Chief Espinosa were invited to say a few words as well.

The Mayor invited everyone for dessert in the lobby and recessed the meeting at 5:35 p.m.
The meeting resumed at 6:03 p.m.

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

INVOCATION – Chief Paul Espinosa’s wife, Yolanda Espinosa

PLEDGE OF ALLEGIANCE – Chief Paul Espinosa

CORRECTIONS TO THE AGENDA – CITY MANAGER

City Manager René Bobadilla announced that Staff Report for Item No. 12 was amended by Director Public Works, James Enriquez.

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

The City Clerk Office’s had five (5) members of the public wishing to address the City Council in person. 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 Office acknowledged two (2) written public comments submitted to the City’s public comment email address. Said comments are on file at the City Clerk’s office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Recreation & Community Services provided the City Council an update on the drive-through Easter event. Mayor Cobos-Cawthorne announced upcoming City events and requested a change of order in the agenda; Item No. 8 was moved be discussed first.

8. MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT – CONSTRUCTION, OPERATION AND MAINTENANCE STANDARD FORM AGREEMENT NO. 3974

Mr. Phil Balmeo, SGVCOG Interim Project Manager, provided the City Council with a presentation on the Montebello Grade Separation project. It included an overview on the UPPR Construction and Maintenance Agreement, Project Current Status, Project Overview, Detour Routes, Demo Material, Project Phasing, Anticipated Schedule, and Outreach. Mr. Eric Shen, Director of Capital Projects/Chief Engineer for SGVCOG was available to answer City Council clarifying questions.

It was motioned by Councilmember Peralta, seconded by Mayor Pro Tem Jimenez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Construction, Operation and Maintenance (COM) Standard Form Agreement No. 3974 (Attachment A) for the subject project and authorize the Mayor to execute the agreement on behalf of the City in the final form approved by the City Attorney; and
- 2) Take such additional, related, action that may be desirable.

Motion was approved unanimously.

PUBLIC HEARING

6. **DEVELOPMENT AGREEMENT NO. 3973 WITH MAGNA & MAGNA, INC., PLANNED DEVELOPMENT DISTRICT INCLUDING A DENSITY OVERLAY AND HEIGHT OVERLAY AND PRECISE PLAN OF DEVELOPMENT, PARKING MANAGEMENT PLAN, AND SITE PLAN REVIEW TO ALLOW THE CONSTRUCTION OF 140 RESIDENTIAL DWELLING UNITS AT PROJECT SITE A (116, 128, AND 136 N. POPLAR AVE) AND 16 RESIDENTIAL DWELLING UNITS AT PROJECT SITE B (129-133 N. POPLAR AVE) FOR A TOTAL OF 156 RESIDENTIAL DWELLING UNITS (CASE NOS. PC-2021-0008-PD-PMP-SPR/DA-04-21/ENV-04-22-SE)**

Director Palombi provided the City Council with a brief presentation on the project and was available to answer any questions.

City Attorney Glasman-Alvarez opened the Public Hearing and explained the process. Mr. Todd Nelson and Mr. Jaime Rojas, Magma & Magma applicants, announced that they were present and available to answer any questions. The City Clerk Office's acknowledged five (5) members of the public wishing to address the City Council in support of this Public Hearing item; one (1) in person and four (4) telephonic speakers. 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 Office acknowledged five (5) written public comments submitted to the City's public comment email address in support of this item. Said comments are on file at the City Clerk's office.

The City Clerk Office's acknowledged one (1) member of the public wishing to address the City Council in opposition of this item; speaker was provided three minutes to address the City Council.

Mr. Todd Nelson and Mr. Jaime Rojas answered clarifying questions from the City Council.

It was motioned by Mayor Pro Tem Jimenez, seconded by Councilmember Melendez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Determine and find that the Project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to the Sustainable Communities Project Exemption per California Public Resources Code Section 21155.1 ("ENV-04-22-SE"); and
- 2) Adoption of City Council Resolution No. 22-18 approving a Planned Development District including a Density Overlay and Height Overlay and Precise Plan of Development, Parking Management Plan, and Site Plan Review, with Conditions ("PC-2021-0008-PD-PMP-SPR"); and
- 3) Introduce and waive first reading of Ordinance No. 2448 approving a Development Agreement ("DA-04-21") by and between the City of Montebello ("City") and Magna & Magna, Inc.; and
- 4) Take such other additional, related, action that may be desirable.

Motion was approved unanimously.

REGULAR BUSINESS

7. **ADOPT RESOLUTION NO. 22-21 RESCINDING RESOLUTION NOS. 20-21, 20-22, 20-23, 20-33, AND 20-61 WHICH DECLARED A LOCAL EMERGENCY AS A RESULT OF THE CORONAVIRUS (COVID-19) AND RESCINDING RESOLUTION NO. 21-85 WHICH AUTHORIZED TELECONFERENCED OPEN MEETINGS PURSUANT TO AB 361**

Councilmember Peralta asked clarifying questions in regard to which other local cities have lifted the local emergency order. City Manager Bobadilla stated that the City is not keeping track of what other cities are doing but will cautiously re-open and if a threat returns, the City will be prepared to reinstate the order. Councilmember Peralta requested to amend the original motion to still allow telephonic speakers.

Councilmember Torres asked clarifying questions in regard if how this would affect the current COVID-19 testing that the City provides and COVID-19 related City funding; City Manager Bobadilla explained that nothing would be affected.

Councilmember Peralta reiterated her request for a substitute motion to include telephonic speakers; motion was not seconded and City Council went back to the original motion.

It was motioned by Mayor Pro Tem Jimenez, seconded by Councilmember Melendez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-21 Rescinding Resolution Nos. 20-21, 20-22, 20-23, 20-33, and 20-61 Which Declared a Local Emergency as a Result of the Coronavirus (COVID-19) and Rescinding Resolution No. 21-85 Which Authorized Teleconferenced Open Meetings Pursuant to AB 361; and
- 2) Take such additional, related, action that may be desirable.

Motion was approved by the following vote:

MOVED: Jimenez	SECONDED: Melendez	APPROVED: 3-2-0-0
AYES: Cobos-Cawthorne, Jimenez, Melendez		
NOES: Peralta, Torres		
ABSTAIN: None		
ABSENT: None		

8. **MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT – CONSTRUCTION, OPERATION AND MAINTENANCE STANDARD FORM AGREEMENT NO. 3974**

Mr. Phil Balmeo, San Gabriel Valley Council of Governments (SGVCOG) Interim Project Manager, provided the City Council with a presentation on the Montebello Grade Separation

project. It included an overview on the UPPR Construction and Maintenance Agreement, Project Current Status, Project Overview, Detour Routes, Demo Material, Project Phasing, Anticipated Schedule, and Outreach. Mr. Eric Shen, Director of Capital Projects/Chief Engineer for SGVCOG was available to answer City Council clarifying questions.

It was motioned by Councilmember Peralta, seconded by Mayor Pro Tem Jimenez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Construction, Operation and Maintenance (COM) Standard Form Agreement No. 3974 (Attachment A) for the subject project and authorize the Mayor to execute the agreement on behalf of the City in the final form approved by the City Attorney; and
- 2) Take such additional, related, action that may be desirable.

Motion was approved unanimously.

9. UPDATE ON THE ART IN PUBLIC PLACES PROGRAM

Monica Mercado-Rodriguez, Planning Manager, provided an update to City Council and was available to answer any questions.

Councilmember Melendez proposed holding a meeting targeting the business community and the City's Council Chamber office to receive public input/feedback. Councilmember Peralta commented on her support for this item. Mayor Pro Tem Jimenez requested to receive and file the report and engage more members of the community. Councilmember Torres commented on his support for this item. Mayor Cobos-Cawthorne stated that she is in support of this item but not in favor of the fee structures and stated that she would like to direct Staff to conduct business outreach and receive art advisory throughout the selection process. City Manager Bobadilla suggested hiring a consultant to create a program that would include the City Council's suggestions, including outreach and the feedback.

Councilmember Melendez motioned that Staff be directed to engage the City's Chamber and the community to receive public input.

Mayor Cobos-Cawthorne clarified the motion. The motion included directing Staff draft an RFP; further consider public outreach from businesses while including the Montebello Chamber's engagement; and further review the fee structure. Motion was seconded by Mayor Pro Tem Jimenez and approved unanimously.

Motion approved unanimously.

CONSENT CALENDAR

Councilmember Peralta pulled Item No's. 17, 21, and 22; Councilmember Torres pulled Item No's. 10. 14. And 18; and Mayor Cobos-Cawthorne pulled Item No's. 12, 14, 15, and 21. Mayor Pro Tem

Jimenez motioned, seconded by Councilmember Peralta that Item No's. 11, 13, 16, 19, and 20 be approved as recommended.

10. ADOPT RESOLUTION NO. 22-20 OPPOSING ELIGIBLE TRIBAL GAMING INITIATIVE

Councilmember Torres pulled this item for comments. It was motioned by Councilmember Torres, seconded by Councilmember Melendez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-20 affirming the City's opposition to "Legalize Sports Betting on American Indian Lands Initiative" related to sports betting on American Indian gaming casinos and licensed racetracks in California; and
- 2) Take such additional, related, action that may be desirable.

Motion approved unanimously.

11. APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 3886 – SUMMER FOOD SERVICE PROGRAM PROVIDER

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 extending Agreement No. 3886 for an additional one-year (1-year) term to provide services for the City's Summer Food Service Program; and
- 2) Authorize the City Manager to execute Amendment on behalf of the City.
- 3) Take such additional, related, action that may be desirable.

12. APPROVAL OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GENTRY BROTHERS, INC. – BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT - PHASE 1 (FROM VAIL AVENUE TO 5TH STREET), CP NO. 883

Mayor Cobos-Cawthorne pulled this item to commend Staff on their progress with this project. It was motioned by Mayor Pro Tem Jimenez, seconded by Councilmember Melendez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve the changes in the aggregate amount of \$389,870. The final contract amount with Gentry Brothers, Inc. is increased to \$1,315,897; and
- 2) Take such additional, related, action that may be desirable.

Motion approved unanimously.

13. NOTICE OF COMPLETION – MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT PROJECT [ATPSB1L-5247(026)], CP NO. 864

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the Montebello Boulevard Bike Lane and Sidewalk Improvement Project [ATPSB1L-5247(026)] - (CP No. 864) as completed by Sequel Contractors, Inc.; and
- 2) Find that the requested “Changes in Work” for the project (Attachment A) have no significant effect on the environment and approve the changes in the aggregate amount of \$1,623,611. The final contract amount with Sequel Contractors, Inc. is \$7,456,191.
- 3) Approve the Final Total Project Budget (Attachment B); and
- 4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment C) with the Los Angeles County Registrar-Recorder; and
- 5) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
- 6) Take such additional, related, action that may be desirable.

14. APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3316 WITH FLO-SERVICES, INC. FOR ADDITIONAL SEWAGE PUMP STATION REPAIR SERVICES

Councilmember Torres pulled this item for clarifying questions which were addressed by Director of Public Works, James Enriquez. Mayor Cobos-Cawthorne commended Director Enriquez and commented on her support of this item. It was motioned by Councilmember Peralta, seconded by Mayor Pro Tem Jimenez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) It is recommended that the City Council approve Amendment No. 2 to Agreement No. 3316 with Flo-Services, Inc. for additional sewage pump station repair services in the aggregate one-time additional amount not-to-exceed \$269,579; 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 \$100,000 in Account No. 100-30-310-6040.45 (General Fund, Public Works, Streets, Contract Services – Sewer Maintenance); and
- 4) Take such additional, related, action that may be desirable.

Motion approved unanimously.

15. APPROVE ACQUISITION AND LEASE FINANCING OF A TRACTOR DRAWN AERIAL FIRE TRUCK AND RELATED RESCUE EQUIPMENT

Mayor Cobos-Cawthorne pulled this item to comment on her support for this item. It was motioned by Councilmember Peralta, seconded by Mayor Pro Tem Jimenez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the purchase of a Tractor Drawn Aerial (TDA) Fire Truck using the pre-bid Sourcwell contract #022818-EOI-2 based off Request for Proposal #022818; and,
- 2) Authorize the City Manager to execute an agreement with Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus), in a not-to-exceed amount of \$1,926,844 for the purchase and equipping/outfitting of a Tractor Drawn Aerial Fire Truck; and
- 3) Approve a resolution for financing the lease/purchase of the Tractor Drawn Aerial (TDA) Fire Truck and required equipment from Kovatch Mobile Equipment and Leasing 2, Inc.; and
- 4) Find that the use of the pre-bid Sourcwell contract #022818-EOI-2 conforms with Montebello Municipal Code Chapter 3.20.050 (F), Cooperative Purchase; and
- 5) Approve the surplus of the unneeded fire truck and any associated equipment currently used as a reserve apparatus; and
- 6) Take such additional, related actions necessary to effectively and efficiently procure the Tractor Drawn Aerial Fire Truck and required Rescue Equipment from KME Fire Apparatus and Leasing 2, Inc.

16. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 3963 FOR A COMMUNITY RISK ASSESSMENT AND ANALYSIS TO JACOB GREEN & ASSOCIATES (JGA)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award Professional Services Agreement No. 3963 to Jacob Green & Associates (JGA) in an amount not to exceed \$103,026 to prepare a Community Risk Assessment and Analysis, Request for Proposal No. 22-3; and
- 2) Authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

17. RECEIVE AND FILE COMMUNITY PROJECT FUNDING REQUEST FOR FISCAL YEAR 2023 FROM CONGRESSWOMAN LINDA SANCHEZ FOR THE MONTEBELLO PUBLIC SAFETY CRITICAL COMMUNICATIONS UPGRADE PROJECT AND A NEW FIRE STATION AND TRAINING CENTER

Councilmember Peralta pulled this item to express her support and requested that Staff provide a general report to better understand the funding. Fire Chief Fernando Pelaez provided the City Council with a report. It was motioned by Councilmember Peralta, seconded by Councilmember Torres that:

RECOMMENDATION: It is recommended that the City Council receive and file:

- 1) Information regarding two (2) project requests for Community Project Funding for Fiscal Year 2023 from the office of Congresswoman Linda Sánchez:
 - \$2.5 million for the Montebello Public Safety Critical Communications Upgrade Project
 - \$9.5 million for a New Fire Station and Training Center
- 2) Take such additional, related, action that may be desirable.

18. PAYMENT OF BILLS: RESOLUTION NO. 22-19 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 13, 2022

Councilmember Torres confirmed that he pulled this item erroneously and motioned to approve the item; seconded by Councilmember Melendez and approved unanimously.

RECOMMENDATION: Adopt Resolution No. 22-19 approving the Warrant Register dated April 13, 2022

19. APPROVE INCREASE TO THE BLANKET PURCHASE ORDER AMOUNT TO ALLSTAR FIRE EQUIPMENT, INC. AND GALLS, LLC FOR FIRE-RELATED PERSONAL PROTECTIVE EQUIPMENT AND HOSE FOR FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve an increase of \$245,000 to the blanket purchase order with Allstar Fire Equipment, Inc. for personal protective equipment and fire hose to a not to exceed amount of \$275,000 for Fiscal Year 2021-22; and
- 2) Approve an increase of \$46,000 to the blanket purchase order with Galls, LLC for personal protective equipment to a not to exceed amount of \$95,000 for Fiscal Year 2021-22; and
- 3) Amend the Fiscal Year 2021-22 Budget by increasing appropriations by \$31,000 in Account No. 100-85-860-6016 (Fire Department, Suppression, Uniform Expense); and
- 4) Take such additional, related, action that may be desirable.

20. APPROVE ISSUANCE OF A BLANKET PURCHASE ORDER TO ALLSTAR FIRE EQUIPMENT, INC., GALLS LLC, AND MUNICIPAL EMERGENCY SERVICES, INC. FOR PERSONAL PROTECTIVE EQUIPMENT, UNIFORM APPAREL AND FIRE-RELATED SUPPLIES AND EQUIPMENT FOR MULTI-YEAR PERIODS

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve issuing an annual blanket purchase order to Allstar Fire Equipment, Inc. for personal protective equipment and fire-related supplies in an initial amount that shall not exceed \$250,000 annually beginning Fiscal Year 2022-23 through 2024-25 (\$750,000 total over a three (3) year period); and
- 2) Approve issuing an annual blanket purchase order to Galls, LLC for personal protective equipment, uniform apparel and fire-related supplies in an initial amount that shall not exceed \$175,000 annually beginning Fiscal Year 2022-23 through 2025-26 (\$700,000 total over a four (4) year period); and
- 3) Approve issuing an annual blanket purchase order to Municipal Emergency Services, Inc. (MES) for personal protective equipment and fire-related supplies in an initial amount that shall not exceed \$175,000 annually beginning Fiscal Year 2022-23 through 2024-25 (\$525,000 total over a three (3) year period); and
- 4) Take such additional, related, action that may be desirable.

21. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH IBE DIGITAL TO IMPLEMENT A STRATEGIC INFORMATION TECHNOLOGY INFRASTRUCTURE IMPROVEMENT PROJECT

Councilmember Peralta stated that she is in support of this item but expressed her concerns on City Council not receiving the contract agreement or prevailing proposal and made a motion to table this item to the next Regular Council Meeting and include the requested documents for Council review; seconded by Councilmember Torres. Mayor Cobos-Cawthorne also pulled this item to express her support and urgency on this item. Councilmember Melendez also expressed his support and urgency on the approval of this item, and asked that City Manager Bobadilla explain the documents that may have been missed. City Manager Bobadilla provided the City Council with an explanation of the RFP process and invited Director Razo to present a report to the City Council and answer any questions. Councilmember Peralta reiterated her motion and asked for a vote.

Motion failed by the following vote:

MOVED: Peralta	SECONDED: Torres	FAILED: 2-3-0-0
AYES: Peralta, Torres		
NOES: Melendez, Jimenez, Cobos-Cawthorne		
ABSTAIN: None		
ABSENT: None		

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a five-year term agreement with IBE Digital to implement the Strategic Information Technology (IT) Infrastructure Improvement Project to include the City's backbone network, storage and related software and hardware purchases, including procurement of installation and related services; and
- 2) Take such additional, related, action that may be desirable.

MOVED: Melendez	SECONDED: Jimenez	APPROVED: 3-2-0-0
AYES: Melendez, Jimenez, Cobos-Cawthorne		
NOES: Peralta, Torres		
ABSTAIN: None		
ABSENT: None		

22. RECEIVE AND FILE PROJECT FUNDING REQUEST FOR FISCAL YEAR 2023 FOR THE MONTEBELLO SEWER SYSTEM REHABILITATION PROJECT – FOR CONSIDERATION OF FEDERAL AND STATE APPROPRIATIONS

Councilmember Peralta commended Staff for their work. Councilmember Peralta motioned, seconded by Councilmember Melendez that:

RECOMMENDATION: It is recommended that the City Council:

- 1) Information regarding the Montebello Sewer System Rehabilitation Project request for Funding for Fiscal Year 2023 from:
 - a. The Office of U.S. Senator Alex Padilla - \$3 million
 - b. The Office of California State Senator, Bob Archuleta, District 32 and California State Assemblymember Cristina Garcia, District 58 - \$2.1 million
- 2) Take such additional, related, action that may be desirable.

Motion approved unanimously.

AB 1234 TRAVEL REPORTS

No items to report.

COUNCIL ORALS

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

1. **Councilmember Torres** – None.
2. **Councilmember Peralta**
 - Pet Fair Recap - Thank you Director Sosnowski, staff, vendors and volunteers! Councilmember Peralta commended Director Sosnowski and staff for the Vet Clinic that was held on April 2nd. Councilmember Peralta also acknowledged the community support and thanked her Council Colleagues for supporting this initiative.
 - Spotighting Rocio Gallardo owner of Kiki's Treats - Honoree for Montebello's Favorite Women Owned Business – reserved to next City Council Meeting.
 - Hearts of Montebello: Easter Pillow Collection Drive for seniors at the Golden Manor Retirement Center. Collecting pillows, pillow cases, plushies, and healthy snacks. Golden Manor Retirement Center, April 15 | 10 a.m. – reserved to next City Council Meeting.
 - Farmers Market: Thursdays 5-9 p.m. at 777 W. Whittier Blvd. (parking lot behind Wells Fargo) – reserved to next City Council Meeting.
 - Requesting city contact information for Council to be placed on the city website – reserved to next City Council Meeting.
3. **Councilmember Melendez** – Gave acknowledgement to Chief Pelaez, Angelica, City Manager, Sandra from MCAP and Staff for helping out a Montebello family of 7 who was displaced from their home after they lost it in a fire. They were able to help the family stay an additional week at their hotel. Councilmember Melendez acknowledged that this is the kind of work that the Council is very happy to do and noted that the Family is very thankful.
4. **Mayor Pro Tem Jimenez** – None.
5. **Mayor Cobos-Cawthorne** – Mayor Cobos-Cawthorne acknowledged the Fire Department's MCAP team and also acknowledged the Montebello 911 Dispatchers.

City Attorney Alvarez-Glasman noted that only Closed Session Item No's. 1 and 2 would be discussed; Items 3 and 4 did not need to be discussed at this time.

Mayor Cobos-Cawthorne recessed into Closed Session at 9:59 p.m.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

The City Clerk's Office acknowledged one (1) written public comment submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

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 LEGAL COUNSEL – EXISTING LITIGATION~~

~~Government Code Section 54956.9 (d)(1)~~

~~Francesca Tucker Schuyler v. City of Montebello~~

~~Los Angeles Superior Court Case No. 20STCV22180~~

~~4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION~~

~~Government Code Section 54956.9(d)(2)~~

~~Threat of litigation – One matter related to the CVRA~~

CLOSED SESSION REPORT

Mayor Cobos-Cawthorne reconvened the meeting at 10:17 p.m. During Closed Session the City Council received a briefing on Item No. 1 and Item No. 2, no action taken; nothing to report. City Attorney acknowledged that Item No. 3 and Item No. 4 would not be discussed at this time.

ADJOURNMENT

Councilmember Peralta motioned to adjourn, seconded by Councilmember Melendez and the meeting was adjourned at 10:17 p.m.

THE MINUTES OF APRIL 13, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk

CLOSED SESSION COMMENTS

Angelina Padilla

From: William Cervera <wcervera82@gmail.com>
Sent: Wednesday, April 13, 2022 1:44 PM
To: comment, ccpublic
Subject: Closed session item #3

Hello Mayor and Council,

This lawsuit has been ongoing and doesn't not impact any current council since the previous City Manager was removed prior to any current council. As a resident I would like to see this case go to court. In my opinion the only reason to settle to to keep anything the city did in the wrong would become public information and would impact current legal council or other vendors in the city. If this is not accurate then with a full trial we will have supporting evidence of who is right or who did wrong. Council you are policy makers, just think we have had two audit due to lack of policy or enforcement of policies. With this knowledge you can fix these loopholes so when future council is elected they don't have to deal with a mess like this council has to deal with. Please do not approve any form of settlement. Regardless of who it may impact.

Sincerely
Will Cervera

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

AGENDA & NON-AGENDA COMMENTS

Angelina Padilla

From: Alberto Pimentel <albertopimenteljr@alumni.usc.edu>
Sent: Wednesday, April 13, 2022 1:47 PM
To: comment, ccpublic
Subject: City Council Meeting Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

My name is Dr. Alberto Pimentel Jr. At the beginning of the year, I published several articles about the upcoming vote on districting and in those articles, I expressed my support for a more inclusive, diverse, and equity-minded election system. I'd like to commend the council and city staff for their commitment and engagement to this transition.

I have spent the past month meeting with residents in North Montebello to discuss their needs, concerns, and vision for the future. Residents have welcomed me into their homes to discuss districting (they apparently read my articles) and we have shared many cups of coffee discussing the capital improvement campaign and the need to finish paving streets, repairing potholes, and reconstructing sidewalks. In our lively and hopeful discussions, residents have expressed concern over the amount of dirt and dust that are being generated from the construction on the hills. That being said, I'd like to report back to my neighbors regarding the status of capital improvements and any plans to reduce the dust (many of my neighbors expressed that they are older, enjoy walking around the neighborhood, and have found it a bit challenging to breathe). Please provide an update, if possible.

In closing, I'd like to thank the city staff for doing an amazing job and sacrificing so many hours planning holiday events for the kids and the Farmer's Market. You are appreciated and your efforts are acknowledged by so many residents.

Peace and love,

Al

--

Dr. Alberto Pimentel Jr
 323.309.3439

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: William Cervera <wcervera82@gmail.com>
Sent: Wednesday, April 13, 2022 2:14 PM
To: comment, ccpublic
Subject: Public comment

Hello Mayor and Council,

This Agenda is quite lengthy in it being 8,000 pages. Unfortunately most agendas past 600 pages are difficult to load on Phones. The issue is you can only scroll through so many pages before it refreshes. Is there a way when Agendas are lengthy to separate the main agenda and staff reports so this issue can be resolved? Also for agendas and Videos can you also make sure they are in proper years, and figure out a way to stop removing older videos? Possibly archive them on YouTube?

Item #12 is something that I have seen to often. One price at the beginning and then comes back needing more money. However what I have seen is when anyone asks questions and details they are then attacked. This is roughly an increase of 1 million dollars. More transparency and communication in public would be greatly appreciated.

Item #15 due to the issues of loading the document I could not view the agenda details. Just from what I can see is an outfitted ladder truck would cost 2.5 million not just 1.95 million even with the discount. It would appear in my option this is being broken up into agenda item #19 and #20. Even with your estimate the total would be 2.7 million. Can this be held over to have public engaged, and true engagement not lip service. I'm not against the fire department my concern is the numbers are low and we would short change the department. Typically there is a build out cost apart from the cost of the apparatus. For easy way to look at this the current ladder truck is a Ford and KME is a Chevy. With out modifications you can not interchange the parts. If I can have a sit down with the mayor and city manager that would be great.

Sincerely
Will Cervera

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

AGENDA & NON-AGENDA SPEAKER CARDS

ITEM # 29

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:** 4/13/22**Time Received:** 5:00 pm**Date Received:** _____**SPEAKER'S FULL NAME:**

German Iniguez

PHONE: 213) 220-7317
(Optional)**ADDRESS:**

Local 721

(Optional)

ORGANIZATION REPRESENTED:

South West Carpenters

Opposed ☐In Support ☐Neutral ☐**TOPIC:**

Tax Fraud Awareness

NOTES:**ACCOMMODATIONS:****Translation Needed:**No ☒Yes ☐

Language: _____

Received by Staff _____**Received Via:**Email ☐Phone ☐In Person ☒

ITEM # 29

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:

4-13-22

Time Received:

5:00 pm

Date Received: _____

SPEAKER'S FULL NAME:

Ted Jimenez

PHONE:

213-804-8391

(Optional)

ADDRESS:

1200 Corporate Center Dr Monterey Park, CA 91754

(Optional)

ORGANIZATION REPRESENTED:

Southwest CarpentersOpposed ☐In Support ☐Neutral ☐

TOPIC:

Top Golf

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:

4/13/22

Time Received:

5:08

Date Received: _____

SPEAKER'S FULL NAME:

Craig Garza H

PHONE: _____

ADDRESS:

386

N

Garfield 101

Montebello CA

(Optional)

90640

ORGANIZATION REPRESENTED:

Carpenters

Union

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

TAY Fraud Awareness

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: April 13, 22 Time Received: _____ Date Received: 4/13/22

SPEAKER'S FULL NAME: Tila Gregorian PHONE: _____
(Optional)

ADDRESS: on file
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Montebello Hills

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: _____ Time Received: _____ Date Received: _____

SPEAKER'S FULL NAME: Frank Miller PHONE: _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Item # 9

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ Received Via: Email ☐ Phone ☐ In Person ☒

**PUBLIC HEARING
ITEM NO. 6**

Angelina Padilla

From: Jose Manuel Lozano <jlozano2821@yahoo.com>
Sent: Monday, April 11, 2022 4:19 PM
To: comment, ccpublic; Mercado-Rodriguez, Monica; Palombi, Joseph
Subject: Support letter for Twin Palms Apartments

Dear Members of the City Council:

I am a big fan of the proposed Twin Palms Apartments project. This is an extremely well thought out vision, with fabulous architecture, great open space and wonderful amenities for residents, as well as a plan to contain all parking onsite. In addition, the property is near a multitude of public transit options, making this an ideal location to build multi-family housing.

I hope you see the merits of this project as clearly as I do. They have my enthusiastic support.

Sincerely,

Jose M. Lozano

764 Leonard St.

Montebello, CA 90640

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: richardstupinarchitect@yahoo.com
Sent: Wednesday, April 13, 2022 10:58 AM
To: comment, ccpublic; Mercado-Rodriguez, Monica; Palombi, Joseph
Subject: Support for Twin Palms Apartments

Follow Up Flag: Follow up
Flag Status: Flagged

Honorable Members of the City Council:

I would like to offer my two cents on the Twin Palms Apartments project coming before you March 1st. As a resident of many years, and as an architect, I fully support the proposed design, which very smartly reimagines the existing space with new housing that is visually appealing, environmentally sustainable and close to transit. Montebello needs more housing and more projects like this. It's a great project all around, and I urge the City Council to vote in favor of its approval.

Sincerely,
Richard A. Stupin

RAS Associates Inc.
605 W. Beverly Blvd.
Montebello, CA 90640

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Saldivar Familia <saldivarfamilia07@gmail.com>
Sent: Wednesday, April 13, 2022 11:19 AM
To: comment, ccpublic; Mercado-Rodriguez, Monica; Palombi, Joseph
Subject: Support for Twin Palms Apartments

Follow Up Flag: Follow up
Flag Status: Flagged

Dear City Council Members,

My husband and I attended two of the meetings for the Twin Palm Apartments project hosted by the property owner to provide information to neighbors and answer our questions. This was a terrific way to communicate with residents and I appreciate the outreach to neighbors throughout the process.

Indeed, the property owners have been good neighbors over the years. I am very familiar with this property because I live a few doors on Cleveland Ave., and am confident the project will be brought to life with great regard and consideration to neighbors.

I urge you to vote this project through without delay. It is sure to beautify the area and I look forward to seeing it built.

Sincerely,
Migdalia Saldivar

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Saldivar Familia <saldivarfamilia07@gmail.com>
Sent: Wednesday, April 13, 2022 11:22 AM
To: comment, ccpublic; Mercado-Rodriguez, Monica; Palombi, Joseph
Subject: Support for Twin Palms Apartments

Follow Up Flag: Follow up
Flag Status: Flagged

Dear City Council Members,

I am fully in support of the proposed new housing units on Poplar Avenue.

I live a few doors down from the property and received multiple invitations to attend a community meeting hosted by the developer. I attended two of those meetings and was delighted to see the planned transformation of the property. If you live in the neighborhood or have driven past the site you know that the existing buildings are quite old and need work. This is a wonderful opportunity to refresh the property and help spruce up the surrounding environment. I applaud the property owner for furthering their investment in our neighborhood.

Sincerely,

Fernando Saldivar

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

**PUBLIC HEARING - ITEM
NO. 6
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. 6th

Meeting Date: 4/13/22

Time Received: 9:57 am

Date Received: 4/13/22

SPEAKER'S FULL NAME: Michael Juarez

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: _____

NOTES: will be attending in person

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff Angelina Padilla

Received Via: Email ☐ Phone ☒ In Person ☐

Called @ 7:20 p.m. left a v.m.

CITY OF MONTEBELLO

Required ITEM # 29



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.

6

Meeting Date: 4/13/22

Time Received: 1:00 p.m.

Date Received: 4/12/2022

SPEAKER'S FULL NAME: Mayra Bautista

PHONE: 415) 971-8198.

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: Support for Twin Palms Apartments

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff: Kimberly Guillen

Received Via: Email ☐ Phone ☒ In Person ☐

Called at 7:21 p.m.

CITY OF MONTEBELLO

Request No. ITEM # 28



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. 6^{PM}

Meeting Date: 4/13/22 Time Received: 5:00 pm Date Received: 4/12/22

SPEAKER'S FULL NAME: Vanessa Bautista PHONE: 415-686-7089
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: _____

NOTES: to be called

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina P. Received Via: Email ☐ Phone ☒ In Person ☐

Called @ 7:23 p.m.

CITY OF MONTEBELLO

Request No. **ITEM # 29**



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. 6^{PM}

Meeting Date: 4/13/22

Time Received: 10:04 am

Date Received: 4/13/22

SPEAKER'S FULL NAME: Gabriela Lozano

PHONE: 323-216-6173
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: _____

NOTES: to be called

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff Angelina Padilla Received Via: Email ☐ Phone ☒ In Person ☐



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.

AGENDA ITEM NO. 6

Date Received: 4/13/2022

(Optional)

(Optional)

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: Twin Palms Apartments

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff Kimberly Gullen Received Via: Email ☐ Phone ☒ In Person ☐



CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING

MINUTES

SATURDAY, APRIL 23, 2022 AT 9:00 A.M.

**MONTEBELLO SENIOR CENTER
115 S. TAYLOR AVENUE
MONTEBELLO, CALIFORNIA 90640**

AND

**GAVIOTA #11
CENTRO SAYULITA
NAYARIT, MEXICO CP 63734**

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 9:04 a.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Torres, and Councilmember Melendez; Councilmember Peralta arrived at 9:06 a.m. City Clerk Jimenez and Treasurer Gutierrez were also present. It was noted that Mayor Pro Tem Jimenez was present telephonically in the above stated Mexico location.

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

The City Clerk's Office had three (3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council during the Public Hearing and said speaker cards are on file at the City Clerk's office; no written comments were submitted.

OPEN SESSION

PUBLIC HEARING

1. **CALIFORNIA VOTING RIGHTS ACT ("CVRA") PUBLIC HEARING NO. 6**

Mr. Claudio Gallegos, Demographer, presented a PowerPoint presentation to the City Council, which included an overview of the four (4) maps that were elevated by the City Council at the Special Meeting held on April 9, 2022.

The Mayor opened the Public hearing at 9:13 a.m. and members of the public were provided an opportunity to address the City Council; three in person comments were present. Mr. Gary Thornton, resident, expressed his preference for Demographer Map No. 3 and Public Map No. 5 and presented a poster size map for the City Council's to review; Councilmember Melendez requested for a copy of the sample map for consideration. Demographer Map No. 5 was preferred by resident Ms. Margot Eiser, and Demographer Maps No. 2 and 5 was preferred by resident Ms. Nelly Ramirez. The Public Hearing was closed at 9:21 a.m.

Councilmember Peralta commented her support of Demographer Map No. 5 and Public Map No. 5. Additionally, she commended the residents for their participation and expressed her preference for an elected Mayor.

Mayor Pro Tem Jimenez thanked everyone for attending the Public Hearing.

Councilmember Torres thanked the residents and staff for attending the Public Hearing, including Mr. Gregorian for his presentation. Furthermore, he commented on his support for Demographer No. 5 and his preference for an at large Mayor.

Councilmember Melendez expressed his preference of a rotating mayor, especially now that the City will have Districts. Furthermore stating that a direct Mayor running every 2-4 years is difficult.

Mayor Cobos-Cawthorne commended the public that participated and made a motion to receive and file this matter, seconded by Councilmember Melendez.

Councilmember Torres made a substitute motion to receive and file and add an additional Public Hearing to consider adjust Demographer Map No. 5 so that the La Merced area can remain intact, motion seconded by Councilmember Peralta and it failed by the following vote:

MOVED: Torres	SECONDED: Peralta	FAILED: 0-4-1-0
AYES:		
NOES: Jimenez, Torres, Melendez, Cobos-Cawthorne		
ABSTAIN: Peralta		
ABSENT:		

Mayor Cobos-Cawthorne went back to the original motion to receive and file this matter, which Councilmember Melendez asked to amend to include submittal of comments for the alteration of Demographer Maps No. 3 and 5 and exclude all other maps from further alteration; all currently considered maps would still be under consideration; Councilmember Peralta seconded the motion and was approved unanimously.

It was stated that the revised Demographer Map No. 3 and 5 would be presented on the April 27, 2022 City Council Meeting. Lastly, Councilmember Peralta asked for a new deadline schedule.

ADJOURNMENT

Councilmember Melendez motioned to adjourn the meeting, seconded by Councilmember Peralta. Motion carried unanimously and the meeting was adjourned at 10:05 a.m.

THE MINUTES OF APRIL 23, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JUNE 2022.



Alicia Fernandez, Deputy City Clerk

DRAFT

PUBLIC HEARING SPEAKER CARDS

ITEM # 291

CITY OF MONTEBELLO

Request No. _____



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: 4/23/2022 Time Received: _____ Date Received: 4/23

SPEAKER'S FULL NAME: Gary Thornton PHONE: 323-496-0615
(Optional)

ADDRESS: 300 Casa Grande Ave, Montebello
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Districting Map

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ Received Via: Email ☐ Phone ☐ In Person ☐

ITEM # 29

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: 23 APRIL 2022 Time Received: _____ Date Received: _____

SPEAKER'S FULL NAME: MARGOT EISER PHONE: _____
(Optional)

ADDRESS: Resident of city address on file
(Optional)

ORGANIZATION REPRESENTED: PEOPLE CONCERNED CITIZENS

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Yes 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: _____ Time Received: _____ Date Received: _____

SPEAKER'S FULL NAME: Nelly Ramirez PHONE: 323-547-9099

ADDRESS: 104 E. Aulita Dr. Alt. (Optional)

ORGANIZATION REPRESENTED: None - interested resident

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Proposed District Maps

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ Received Via: Email ☐ Phone ☐ In Person ☐